

Proceedings
of the
County Board
of
McLean County,
Illinois

March 18, 2003

*Subject to approval at
April 15, 2003
County Board Meeting*



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March 18, 2003

The McLean County Board met on Tuesday, March 18 2003 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Berglund and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Stan Hoselton, Susie Johnson, Adam Kinzinger, Duane Moss, Robert Nuckolls, Benjamin Owens, Bette Rackauskas, Tari Renner, Sonny Rodgers, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Duffy Bass, Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, George Gordon, and Michael Sweeney.

No Members were absent:

Consent Agenda:

6. CONSENT AGENDA:

A. Approval of the Proceedings of the County Board, February 18, 2003

B. County Highway Department – Jack Mitchell, County Engineer

1. Request Approval of Results of Letting from February 26, 2003 letting for County & Township projects
2. Request Approval of Resolution for Improvement of Sec. 01-00047-08-RS – Stanford /McLean Rd.
3. Request Approval of Federal Agency Agreement for Federal Participation for Sec. 01-00047-08-RS

C. Building & Zoning – Phil Dick, Director

1. Zoning Cases:

- a) Approve the application of Kevin J. Enderlin in case 03-01-S. He is requesting a special use to allow a single family residence in the Agriculture District on land that is unsuitable for agricultural uses – a special use was previously approved on the property in case 02-04-S - on property which is located in Allin Township immediately west of 525 East Road and approximately 1/8 mile south of 1150 North Road.
- b) Approve the application of Gary Hoelzer in case 03-06-S. He is requesting a special use to allow a single family residence in the Agriculture District on land that is unsuitable for agricultural uses on property which is located in Gridley Township immediately west of 1725 East Road and approximately ¼ mile south of County Highway 6.
- c) Approve the application of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Evergreen FS, Inc. in case 03-08-S. They are requesting a special use to amend a planned development as approved in case 98-20-S, to allow a 132 by 160 foot fenced in area for the purpose of renting outside storage to the public for campers, boats and

RVs – with a request to waive the paved parking requirement for the outside storage area, to allow an additional self storage warehouse building, and to allow a product storage warehouse addition to an existing distribution warehouse building on property which is located in Bloomington Township at 1808 Morrissey Drive, Bloomington.

- d) Approve the application of Steve Schneider in case 03-10-S. He is requesting a special use to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses – a special use was previously approved on the property in case 01-29-S - on property which is located in Lexington Township immediately southeast of the intersection of 2800 East Road and 2135 North Road.
- e) Approve the application of Kenneth Fansler in case 03-11-S. He is requesting a special use to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses on property which is located in White Oak Township immediately west of 950 East Road and approximately 3/8 mile north of County Highway 12.
- f) Approve the application of Kevin DeFries in case 03-12-S. He is requesting a special use to allow a single family residence in the Agriculture District for a professional farmer on property which is located in Anchor Township immediately northwest of the intersection of 1900 North Road and 4000 East Road.

D. Transfer Ordinances

E. Other Resolutions, Contracts, Leases, Agreements, Motions

Finance Committee:

- 1) Items to be presented for Action:
 - a) Request for Approval of Statement of Acceptance - Insurance Service Fee Agreement

Property Committee:

- 1) Items to be presented for Action:
 - a) Request Approval to use Law and Justice Center Courtyard for Children's Advocacy Center Child Abuse Awareness Month – April, 2003

F. Chairman's Appointments with the Advice and Consent of the County Board:

a) REAPPOINTMENTS:

Saybrook-Arrowsmith Fire Protection District
Martin Tipsord
Rural Route 1, Box 29
Saybrook, IL 61770
Appointed to a Three-Year Term that expires on April 30, 2006

Carlock Fire Protection District
Merle Holliger
301 East Franklin
Carlock, Illinois 61725
Appointed to a Three-Year Term that expires on April 30, 2006

Carlock Fire Protection District
Kenneth A. Keighin
Rural Route 1
Carlock, Illinois 61725
Appointed to a Three-Year Term that expires on April 30, 2006

Gridley Fire Protection District
Stanley Ringger
29288 North 2025 East Rd.
Gridley, Illinois 61744
Appointed to a Three-Year Term that expires on April 30, 2006

Towanda Fire Protection District
Larry Sands
Rural Route 1, Box 101
Towanda, Illinois 61776
Appointed to a Three-Year Term that expires on April 30, 2006

Hudson Fire Protection District

Dale Hussemann

505 West Broadway

Hudson, IL 61748

Appointed to a Three-Year Term that expires
on April 30, 2006

Downs Fire Protection District

James Adams

Rural Route 1

Bloomington, IL 61704

Appointed to a Three-Year Term that expires
on April 30, 2006

Bloomington-Normal Airport Authority

Steven Wannamacher

2507 North Pointe Drive

Bloomington, IL 61704

Appointed to a Five-Year Term that expires
on April 30, 2008

Bloomington Township Public Water District

Alan Roseman

RR 4, Box 406

Bloomington, IL 61704

Appointed to a Five-Year Term that expires
on the first Monday in May, 2008

b) APPOINTMENTS:

None

c) RESIGNATIONS:

P.A. "Sue" Berglund

Community Action Board

G. Approval of Resolutions of Congratulations and Commendation

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on March 4, 2003, for a letting held on February 26, 2003 for McLean County and various Road Districts Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on March 4, 2003

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

2003 MFT SECTIONS:

Rowe Construction Company , Bloomington, IL was the successful bidder on the following section:

McLean County..... Section 03-00000-00-GM GR 7.....@ \$8,400.00

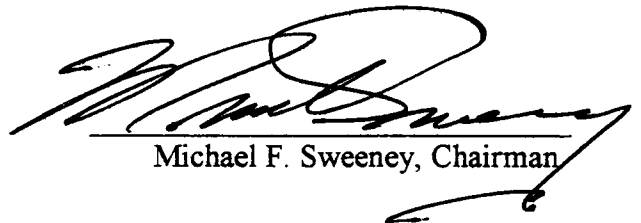
Vulcan Signs, Foley, AL, was the successful bidder on the following section:

McLean County..... Section 03-00000-00-GM GR 11.....@ \$32,893.82

2003 TBP SECTIONS:

Stark Materials, Bloomington, IL, was the successful bidder on the following section:

Downs R.D. Section 00-14124-00-BR@ \$169,299.50


Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on March 18, 2003.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 18 day of March, A.D., 2003.

[SEAL]


County Clerk

McLEAN COUNTY
SEC. 03-00000-00-GM GR-11

[illegible]

BELLFLOWER RD
SEC. 96.04138.00-BR

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE		CHAMPAIGN ASPHALT		STARK BID BOND		FREESEN	
				TOTAL	ESTIMATE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
EARTH EXCAVATION	309	CU YD	\$20.00	\$6,180.00		\$0.00	\$0.00	\$20.00	\$6,180.00	\$0.00	\$0.00
FURNISHED EXCAVATION	88	CU YD	\$16.00	\$1,408.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CONCRETE SUPER STRUCTURES	85.2	CU YD	\$560.00	\$48,416.00		\$0.00	\$0.00	\$650.00	\$55,380.00	\$0.00	\$0.00
RE BARS (EPOXY COATED)	15,240	POUND	\$0.90	\$13,716.00		\$0.00	\$0.00	\$0.78	\$11,887.20	\$0.00	\$0.00
FURN PRECAST CONC PILES 14"	503	FOOT	\$19.00	\$9,557.00		\$0.00	\$0.00	\$42.00	\$21,126.00	\$0.00	\$0.00
DRIVING PRECAST CONC PILES	503	FOOT	\$16.00	\$8,048.00		\$0.00	\$0.00	\$0.10	\$50.30	\$0.00	\$0.00
TEST-PILES PRECAST CONC	2	EACH	\$2,600.00	\$5,200.00		\$0.00	\$0.00	\$3,500.00	\$7,000.00	\$0.00	\$0.00
NAME PLATES	1	EACH	\$250.00	\$250.00		\$0.00	\$0.00	\$200.00	\$200.00	\$0.00	\$0.00
REMOVAL OF EXISTING STRUCTURE	1	EACH	\$8,000.00	\$8,000.00		\$0.00	\$0.00	\$12,500.00	\$12,500.00	\$0.00	\$0.00
STEEL RAILING TYPE S-1	113	FOOT	\$65.00	\$7,345.00		\$0.00	\$0.00	\$85.00	\$9,705.00	\$0.00	\$0.00
STONE DUMPED RIPRAP SPECIAL	261	SQ YD	\$27.00	\$7,047.00		\$0.00	\$0.00	\$32.50	\$8,512.50	\$0.00	\$0.00
AGG BASE CRSE TY B SPECIAL RR1	750	TON	\$16.00	\$12,000.00		\$0.00	\$0.00	\$20.00	\$15,000.00	\$0.00	\$0.00
AGG SURF CRSE TYPE B	750	TON	\$16.00	\$12,000.00		\$0.00	\$0.00	\$15.00	\$11,250.00	\$0.00	\$0.00
PIPE CULVERT TY 1 15" PRECOATED	80	FOOT	\$24.00	\$1,920.00		\$0.00	\$0.00	\$23.00	\$1,840.00	\$0.00	\$0.00
GEOTECH FABRIC FOR GRIND STABILIZATION	1,710	SQ YD	\$1.60	\$2,736.00		\$0.00	\$0.00	\$1.00	\$1,710.00	\$0.00	\$0.00
SEEDING CLASS 2 (SPECIAL)	0.9	ACRE	\$3,100.00	\$2,790.00		\$0.00	\$0.00	2400	\$2,160.00	\$0.00	\$0.00
				\$148,153.00		\$0.00	\$0.00		\$163,553.00	\$0.00	\$0.00
											-100.00%

NOT ADDED
ADDED

DOWNSD RD
SEC. 00.14124.00-BR

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE		FREESEN BID BOND		CHAMPAIGN ASPHALT		STARK BID BOND	
				TOTAL	ESTIMATE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
POROUS GRANULAR EMBANKMENT	200	CU YD	\$30.00	\$6,000.00		\$6.82	\$7,364.00	\$0.00	\$0.00	\$24.10	\$4,820.00
EXPLORATION TRENCH 84" DEPTH	50	FOOT	\$12.00	\$600.00		23.40	\$1,170.00	\$0.00	\$0.00	\$0.00	\$0.00
GEOTECH FABRIC FOR GRIND STABILIZATION	2,080	SQ YD	\$1.50	\$3,120.00		1.40	\$2,928.00	\$0.00	\$0.00	\$0.80	\$1,680.00
AGG BASE CRSE TY B	750	TON	\$15.00	\$11,250.00		11.83	\$8,872.50	\$0.00	\$0.00	\$14.40	\$10,800.00
REMOVE EXISTING STRUCTURES	2,136	TON	\$12.00	\$25,632.00		16.00	\$34,176.00	\$0.00	\$0.00	\$17.00	\$36,312.00
CONCRETE BOX CULVERTS	1	L SUM	\$1,500.00	\$1,500.00		10,825.00	\$10,825.00	\$0.00	\$0.00	\$7,775.00	\$7,775.00
RE BARS	106.3	CU YD	\$550.00	\$58,465.00		502.80	\$53,447.64	\$0.00	\$0.00	\$455.00	\$48,366.50
NAME PLATES	23,100	POUND	\$0.90	\$20,790.00		0.75	\$17,325.00	\$0.00	\$0.00	\$0.75	\$17,325.00
CATCH BASINS TY C TY B GRATE	1	EACH	\$250.00	\$250.00		250.00	\$250.00	\$0.00	\$0.00	\$200.00	\$200.00
RESTRICTED DEPTH MANHOLES 6" DIA TY 1 FRAME OPEN LID	1	EACH	\$1,000.00	\$1,000.00		980.00	\$980.00	\$0.00	\$0.00	\$700.00	\$700.00
PIPE CULVERTS TY 1 PRECAST GALV CORR STEEL PIPE 15"	132	FOOT	\$3,000.00	\$3,960.00		1,585.00	\$1,585.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00
PIPE CULVERTS TY 2 PRECAST GALV CORR STEEL PIPE 18"	168	FOOT	\$2,000.00	\$3,360.00		26.00	\$3,432.00	\$0.00	\$0.00	\$25.00	\$3,300.00
EARTH EXCAVATION	1,132	CU YD	\$25.00	\$28,300.00		34.00	\$5,712.00	\$0.00	\$0.00	\$18.00	\$4,704.00
FURNISHED EXCAVATION	458	CU YD	\$9.00	\$4,122.00		5.55	\$6,282.60	\$0.00	\$0.00	\$7.00	\$3,206.00
SEEDING CLASS 2 (SPECIAL)	1.2	ACRE	\$2,000.00	\$2,400.00		2,715.00	\$3,258.00	\$0.00	\$0.00	\$2,450.00	\$2,940.00
RIPRAP SPECIAL	22	SQ YD	\$35.00	\$770.00		61.80	\$1,359.60	\$0.00	\$0.00	\$45.00	\$990.00
TEMPORARY DITCH CHECKS	4	EACH	\$100.00	\$400.00		510.00	\$2,040.00	\$0.00	\$0.00	\$75.00	\$300.00
PERIMETER EROSION BARRIER	1,900	FOOT	\$2.00	\$3,800.00		3.70	\$7,030.00	\$0.00	\$0.00	\$2.50	\$4,750.00
TEMPORARY EROSION CONTROL	100	POUND	\$16.00	\$1,600.00		4.25	\$425.00	\$0.00	\$0.00	\$4.50	\$450.00
				\$159,478.00			\$178,032.54		\$0.00		\$169,299.50
											6.16%

DOWNSD RD
SEC. 2002 NON-MFT JOINT CULVERT

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE		FREESEN BID BOND		CHAMPAIGN ASPHALT		JG STEWART BID BOND		STARK BID BOND	
				TOTAL	ESTIMATE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
CONCRETE STRUCTURES	11.1	CU YD	\$900.00	\$9,990.00		\$1,570.00	\$17,427.00	\$0.00	\$0.00	\$1,120.00	\$12,432.00	\$1,120.00	\$12,432.00
RE BARS	1,274	POUND	\$1.00	\$1,274.00		\$2.00	\$2,548.00	\$0.00	\$0.00	\$1.25	\$1,592.50	\$1.10	\$1,401.40
PIPE DRAINS 10"	20	FOOT	\$20.00	\$400.00		\$29.25	\$585.00	\$0.00	\$0.00	\$30.00	\$600.00	\$25.00	\$500.00
PIPE DRAINS 15"	20	FOOT	\$25.00	\$500.00		\$31.30	\$626.00	\$0.00	\$0.00	\$37.00	\$740.00	\$26.00	\$520.00
				\$12,164.00			\$21,186.00		\$0.00		\$15,364.50		\$14,853.40
													22.11%

NOT ADDED
ADDED



**Illinois Department
of Transportation**

**Resolution for Improvement by County
Under the Illinois Highway Code**

Stanford-McLean Road

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 59, beginning at a point near the N. W. Corner of Section 3, T22N, R1W, of the 3rd P.M. (800N, 300E)
and extending along said route(s) in a(n) Southerly direction to a point near the S.W. Corner of Section 22, T22N, R1W, of the 3rd P.M. (400N, 300E)

, a distance of approximately 4.0791 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be resurfacing with the construction of leveling binder, area reflective crack control, bituminous concrete binder and surface coarses, aggregate shoulders, and other miscellaneous related items
(Describe in general terms)

and shall be designated as Section 01-00047-08-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract
(Insert either "contract" or "the County through its officers, agents and employees") ; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Two Hundred Forty Thousand dollars, (\$240,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for construction of this improvement, And provide engineering.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation. Michael F. Sweeney
McLean County Board Chairman

APPROVED

Date

Department of Transportation

District Engineer


I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular meeting held at Bloomington, IL

on March 18, 2003
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, IL

in said County, this 18 day of March A.D. 2003
(SEAL) Peggy Ann Milton County Clerk

Local Agency McLean County	 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Section 01-00047-08-RS			
		Fund Type STR			
		State Contract X	Day Labor	Local Contract	RR Force Account

This Agreement is made and entered into between the above local agency (LA) and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

Location

Local Name Stanford/ McLean Road (C.H. 59) Route FAS 479 Length 4.0791 Miles
Termini C.H. 34 on the North end and 400N on the South end

Current Jurisdiction McLean County

Project Description

Existing Str. No. _____

Resurfacing with the construction of leveling binder, area reflective crack control, bituminous concrete binder and surface coarses, aggregate shoulders, and other miscellaneous related items.

Type of Work	Division of Cost							
	FHWA	%	State	%	LA	%	Total	
Participating Construction	664,000	(80)	()	()	166,000	(20)	830,000	
Non-Participating Construction	()	()	()	()	()	()	()	
Preliminary Engineering	()	()	()	()	()	()	()	
Construction Engineering	()	()	()	()	()	()	()	
Right of Way	()	()	()	()	()	()	()	
Railroads	()	()	()	()	()	()	()	
Utilities	()	()	()	()	()	()	()	
TOTAL	\$ 664,000		\$		\$ 166,000		\$ 830,000	

NOTE: The above costs are approximate and subject to change. The final LA share is dependent upon the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain below. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (95% of LA Obligation) _____
METHOD B---_____ Monthly Payments of _____
METHOD C---LA's Share \$166,000 divided by estimated total cost multiplied by actual progress payment.
(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-100-03	SR-479(106)				

Agreement Provisions

THE LOCAL AGENCY AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (STATE Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

Local Agency McLean County	Section 01-00047-08-RS
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- (14) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (16) (STATE Contracts) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (17) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (18) To regulate parking and traffic in accordance with the approved project report.
- (19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (20) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (STATE Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (LOCAL Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the LOCAL AGENCY for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LOCAL AGENCY.
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

Local Agency
McLean County

Section
01-00047-08-RS

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LOCAL AGENCY, the LOCAL AGENCY shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LOCAL AGENCY shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LOCAL AGENCY's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LOCAL AGENCY DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LOCAL AGENCY, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map and Number 2 MFT Resolution

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Michael F. Sweeney

Title Chairman, County Board
County Board Chairperson/Mayor/Village President/etc.

Signature 

Date 03/14/03

APPROVED

State of Illinois
Department of Transportation

By _____
Director of Highways

Date _____

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Local Agency McLean County
Section 01-00047-08-RS

**FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS**

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Kevin J. Enderlin in case 03-01-S. He is requesting a special use to allow a single family residence in the Agriculture District on land that is unsuitable for agricultural uses – a special use was previously approved on the property in case 02-04-S on property which is part of Sections 13 & 14, Township 23N, Range 1W of the 3rd P.M. and is located in Allin Township immediately west of 525 East Road and approximately 1/8 mile south of 1150 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on March 4, 2003 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 21 acre property is partially in crop production and partially in pasture. The property has 33 feet of frontage on the west side of 525 East Road, an oil and chip road 15 feet in width. The property is relatively flat in part and part slopes toward the Middle Fork of Sugar Creek which flows south through the property. The vegetation on the property includes grass, trees and crop production.

SURROUNDING ZONING AND LAND USES - The land on all sides is zoned A-Agriculture. The land to the north and west is pasture. The land to the east and south is in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 115 out of 125 points. The site assessment score was 126 out of 175 points. The total LESA score was 241 points out of 300. A score of 225 points and above means the property is of very high value for agricultural land protection.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. This standard is met. The Applicant proposes to build a dwelling in an area of the subject site that is partially wooded, sloping and used for pasture.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. This standard is met. The applicant proposes to build a dwelling on a part of the pasture area that is not suitable for crop production. Nearby property to the east and to the south that is currently in crop production will continue to be desirable for such use.

3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. This standard is met. The proposed dwelling will be located on a part of the parcel that is sloping and currently used for pasture. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. This standard is met. The proposed dwelling will be served by private well and septic system. The property has 33 feet of frontage on the west side of Road 525E. Although there is flood plain on the property, the proposed dwelling will be located outside of that designated area.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. This standard is met. It appears that safe sight distance can be provided at the existing entrance. The applicant will need to obtain an entrance permit from the Allin Township Road Commissioner to convert this entrance for use by a single family residence.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District. This standard is met.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District. This standard is met. However, the high LESA score detracts from this application.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, provided an entrance permit is obtained from the Allin Township Road Commissioner before a building permit is issued. The land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of one single family dwelling, that the construction and placement follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, provided an entrance permit is obtained.

ROLL CALL VOTE UNANIMOUS - The roll call vote was five members for the motion to recommend approval, none opposed and Members Rudolph, Elble and Finnigan were absent.

Respectfully submitted this 4th day of March 2003, McLean County Zoning Board of Appeals



Acting Chair

David Kinsella, Acting Chair
Dale Williamson, Alternate Member
Tony Wheet
Jerry Hoffman
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Gary Hoelzer in case 03-06-S. He is requesting a special use to allow a single family residence in the Agriculture District on land that is unsuitable for agricultural uses on property which is part of Section 36, Township 26 N, Range 2E of the of the 3rd P.M. and is located in Gridley Township immediately W. of 1725 East Road and approximately ¼ miles S. of County Highway 6.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on March 4, 2003 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 10 acre property is in woods and in pasture. The property has 115 feet of frontage on the west side of 1725 East Road, an oil and chip road 18 feet in width. The property is hilly and drains to the Mackinaw River to the west.

SURROUNDING ZONING AND LAND USES - The land on all sides is zoned A-Agriculture. The land to the north and west is in woods and pasture. The land to the south is in crop production. The land to the east is used for crop production, pasture and a single family dwelling.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 94 out of 125 points. The site assessment score was 120 out of 175 points. The total LESA score was 214 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The property is sloping and is partially wooded. The applicant proposes to build a house on a part of the parcel that is not desirable for crop production.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The 10 acre tract has significant slope, woods, and is partially in pasture. Nearby property to the north and south that is currently in crop production will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The

proposed dwelling will be located on a part of the property that is not suitable for crop production.


4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 115 feet of frontage on the west side of 1725 East Road. The applicant proposes to locate the house out of the designated 100 year flood plain.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant has obtained an entrance permit from the Gridley Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, provided all structures are located out of the designated 100 year flood plain. The land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of one single family dwelling and that the construction and placement follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was five members for the motion to recommend approval, none opposed and Members Rudolph, Elble and Finnigan were absent.

Respectfully submitted this 4th day of March 2003, McLean County Zoning Board of Appeals



Acting Chair

David Kinsella, Acting Chair
Dale Williamson, Alternate Member
Tony Wheet
Jerry Hoffman
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Evergreen FS, Inc. in case 03-08-S. They are requesting a special use to amend a planned development as approved in case 98-20-S, to allow a 132 by 160 foot fenced in area for the purpose of renting outside storage to the public for campers, boats and RVs – with a request to waive the paved parking requirement for the outside storage area, to allow an additional self storage warehouse building, and to allow a product storage warehouse addition to an existing distribution warehouse building on property which is part of Section 15, Township 23N, Range 2E of the 3rd P.M. and is located in Bloomington Township at 1808 Morrissey Drive, Bloomington.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on March 4, 2003 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 12.8 acre property has approximately 640 feet of frontage on the east side of Morrissey Drive, a concrete road 55 feet in width. The property is relatively flat and drains generally to the southeast. The property is used as a planned commercial development.

SURROUNDING ZONING AND LAND USES – The land to the north, east and south is in the B-1 Highway Business District in the City of Bloomington. The land to the west is in the M-2 General Manufacturing District in the County. The land to the north and west is vacant. The land to the south is in crop production. The land to the east contains a communications tower.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to build a 132 by 160 foot fenced in area for the purpose of renting outside storage to the public for campers, boats, and RV's. The applicant is also requesting to waive the paved parking requirements for the outside storage area. The applicant is proposing to use gravel and will control the dust by spraying water on the area as needed. The fenced in area will be adjacent to the two existing self storage warehouse buildings. The applicant is proposing a third self storage warehouse building to be located directly to the south of the two existing self storage buildings. The applicant is proposing to build an addition to an existing distribution warehouse building. The proposed addition will be used for product storage.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is surrounded by B-1 Highway Business District and the M-2 General Manufacturing District. The proposed development will likely increase property values in the immediate vicinity and will not be injurious to the use and enjoyment of other property in the immediate area.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The property to the north, south, and west that is zoned B-1 Highway Business District will continue to be desirable for commercial uses. The vacant property to the east that is in the M-2 District will continue to be desirable for manufacturing uses. Nearby property that is currently used for crop production will continue to be desirable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. This facility is served by a private well and septic system. The site plan indicates an area for stormwater detention. Plans for the detention area need to be designed by a licensed engineer and submitted to the Department of Building and Zoning before a building permit for the proposed use is issued.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The existing access to Morrissey Drive is adequate to serve the proposed development.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the M-2 General Manufacturing District.** This standard is met. The preamble states "It is essential that areas for various land use categories be designated in the proper location and proportion to encourage and accommodate economic growth".
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the M-2 General Manufacturing District.** This standard is met. The M-2 General Manufacturing District is intended for the purpose of allowing basic or primary industries which are generally not compatible with residential and/or commercial activity.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided that all improvements are to be completed within five years, provided dust control is taken care of, provided plans for the detention area are designed by a licensed engineer and submitted to the Department of Building and Zoning before any building permit for the proposed uses is issued, and provided the detention area is built and certified as built by the design engineer before an occupancy permit is issued for any of the proposed uses.

We therefore recommend that a special use be approved on the property described above to allow the construction of a 132 by 160 foot fenced in area for the purpose of renting outside storage to the public for campers, boats and RVs – with a request to waive the paved parking requirement for the outside storage area, to allow an additional self storage warehouse building, and to allow a product storage warehouse addition to an existing distribution warehouse building according to the plans, conditions, evidence and testimony presented at the hearing with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications. We find that the proposal is in the public interest and that the special use protects the public health, welfare and safety.

ROLL CALL VOTE UNANIMOUS - The roll call vote was five members for the motion to recommend approval, none opposed and Members Rudolph, Elble and Finnigan were absent.

Respectfully submitted this 4th day of March 2003, McLean County Zoning Board of Appeals



Acting Chair

David Kinsella, Acting Chair
Dale Williamson, Alternate Member
Tony Wheet
Jerry Hoffman
Michael Kuritz

**FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS**

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Steve Schneider in case 03-10-S. He is requesting a special use to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses – a special use was previously approved on the property in case 01-29-S on property which is part of Section 26, Township 25N, Range 4E of the 3rd P.M. and is located in Lexington Township immediately southeast of the intersection of 2800 East Road and 2135 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on March 4, 2003 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 10 acre property is in pasture and is situated between Road 2135N and the Mackinaw River. The property gently slopes to the west and north and drains to the Mackinaw River which runs along the south property line. The property has 900 feet of frontage on the south side of 2135N Road and 600 feet on the east side of 2800E Road.

SURROUNDING ZONING AND LAND USES – The surrounding zoning is A-Agriculture District on all sides. The land to the north is in crop production. The land to the east is in pasture. The land to the south is in grass and trees along the Mackinaw and crop production beyond. The land to the west is partially in crop production and partially in pasture.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 116 out of 125 points. The site assessment score was 125 out of 175 points. The total LESA score was 241 points out of 300. A score of 225 points and above means the property is of very high value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. This standard is met. The property is partially wooded and partly in pasture and is not suitable for crop production. The shape of the property is irregular; it extends between the township road and the Mackinaw River.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. This standard is met. The shape of the property is irregular, is partially wooded and partly in pasture.
3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. This standard is met. The property to the north and west that is in crop production is buffered from the proposed residence by public roads and by the Mackinaw River to the south. The land to the east is used for pasture. Nearby land that is suitable for crop production will continue to be suitable for such use.

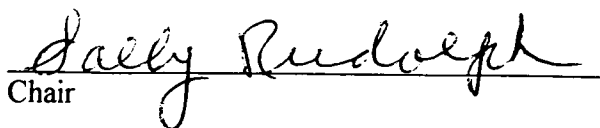
4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. This standard is met. The proposed dwelling will be served by private well and septic system. The property has adequate road frontage to provide access to the proposed residence. The applicant proposes a location on the parcel that will place the house in close proximity to the 100 year flood level. The applicant has agreed to get the necessary engineering completed to verify that the first floor elevation is at least one foot above the flood plain or he will move the dwelling to an area that is clearly out of the designated flood plain.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. This standard is met. The applicant has obtained an entrance permit from the Lexington Township Road Commissioner for the proposed residence.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District. This standard is met.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District. This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, provided that the proposed dwelling is located outside the designated flood plain or that an engineer verifies that the first floor, or basement if there is one, is at least one foot above the 100 year flood elevation.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend approval, none opposed and Members Elble and Finnigan were absent.

Respectfully submitted this 4th day of March 2003, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Chair
Dale Williamson, Alternate Member
Tony Wheat
David Kinsella
Jerry Hoffman
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Kenneth Fansler in case 03-11-S. He is requesting a special use to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses on property which is part of Section 22, Township 25N, Range 1E of the 3rd P.M.; and is located in White Oak Township immediately west of 950 East Road and approximately 3/8 mile N. of County Highway 12.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on March 4, 2003 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The seven acre property is in woods and pasture. The property gently slopes to the west. The property has 743 feet of frontage on the south side of 950E Road.

SURROUNDING ZONING AND LAND USES – The surrounding zoning is A-Agriculture District on all sides. The land to the north, east and west is in crop production. The land to the south is in pasture.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 98 out of 125 points. The site assessment score was 125 out of 175 points. The total LESA score was 223 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The property is sloping and is partially wooded. The parcel is not desirable for crop production.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property has some slope and is in pasture. Nearby property to the north, east, and west that is currently in crop production will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The property is in pasture and is not suitable for crop production.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 743 feet of frontage on the south side of 950 East Road.

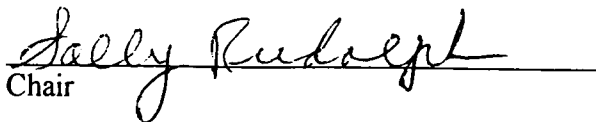
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant will need to obtain an entrance permit from the White Oak Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, provided an entrance permit is obtained from the White Oak Township Road Commissioner. The land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE - The roll call vote was five members for the motion to recommend approval, none opposed, Alternate Member Williamson abstained and Members Elble and Finnigan were absent.

Respectfully submitted this 4th day of March 2003, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Chair
Dale Williamson, Alternate Member
Tony Wheat
David Kinsella
Jerry Hoffman
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Kevin DeFries in case 03-12-S. He is requesting a special use to allow a single family residence in the Agriculture District for a professional farmer on property which is part of Section 3, Township 24N, Range 6E of the 3rd P.M.; and is located in Anchor Township immediately northwest of the intersection of 1900 North Road and 4000 East Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on March 4, 2003 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 18 acre property is part in grass and trees and part in crop production. Farm buildings are also located on this property. A farm house was formerly located on the property. The property has 559 feet of frontage on west side of 4000 East Road and 2450 feet of frontage on the north side of 1900 North Road. The property is relatively flat and drains to the east. The proposed entrance will be on 4000 East Road which is an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USES - The property is surrounded by land in the A-Agriculture District and is surrounded by land used for crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 118 out of 125 points. The site assessment score was 128 out of 175 points. The total LESA score was 246 points out of 300. A score of 225 points and above means the property is of very high value for agricultural land protection.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant farms approximately 760 acres in the vicinity of the proposed dwelling. The proposed dwelling will help the applicant farm in the area.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed dwelling is for a professional farmer. The applicant farms approximately 760 acres in McLean and Ford Counties. The construction of the proposed dwelling for a professional farmer is compatible with uses in the vicinity.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the Agriculture District.** This standard is met. The applicant is a professional farmer.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has adequate frontage on the west side of 4000 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the existing entrance. The applicant will need to obtain an entrance permit from the Anchor Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The intent of the Agriculture District is to provide for the location and govern the establishment and uses of residential uses that are accessory to and necessary for the conduct of agriculture.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, provided an entrance permit is obtained from the Anchor Township Road Commissioner. The applicant is a farm operator.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend approval, none opposed and Members Elble and Finnigan were absent.

Respectfully submitted this 4th day of March 2003, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Chair
Dale Williamson, Alternate Member
Tony Wheet
David Kinsella
Jerry Hoffman
Michael Kuritz

APPROPRIATION TRANSFER ORDINANCE
AMENDING THE MCLEAN COUNTY FISCAL YEAR 2003
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN
REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED
IN ANY FUND, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE
HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE County Board Of McLean County, Illinois
THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE
THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

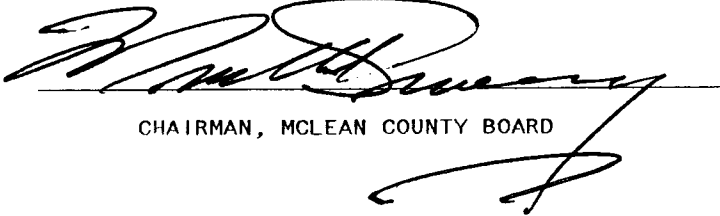
DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT

Justice Committee					
FUND 0001 DEPARTMENT 0029 SHERIFF					
PGM 0029 ADMINISTRATIVE SERVICES					
0628 0001 COPY/MICROFILM EXPENSES		9,900.00		0711 0001 MICROFILMING SERVICES	9,900.00-


		9,900.00			9,900.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 18TH DAY OF MARCH , 2003



CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

COUNTY CLERK, MCLEAN COUNTY

SERVICE FEE EXPLANATION

In accordance with Illinois Insurance Code, a service fee must be agreed upon in writing by the party to be charged. Therefore, please acknowledge by signing the Statement of Acceptance below.

STATEMENT OF ACCEPTANCE INSURANCE SERVICE FEE AGREEMENT

This service fee agreement is made this 1ST_ day of MARCH____, 2003, between Acordia, hereinafter called "agent" and

COUNTY OF MCLEAN _____,
(a Corporation, Sole Proprietor, Partnership)

hereinafter called "client."

1. This service fee agreement will apply to types of insurance and/or services as checked below:

<input type="checkbox"/> Package	<input type="checkbox"/> Automobile
<input checked="" type="checkbox"/> Property	<input type="checkbox"/> Umbrella
<input checked="" type="checkbox"/> General Liability	<input checked="" type="checkbox"/> Workers Compensation
<input checked="" type="checkbox"/> Other CRIME AND BOILER _____	

2. Client agrees to remit the sum of \$29,408.00 as a service fee, payable as follows:

☒ Quarterly Installments of \$7,352.00. (Payable 3/1/03; 6/1/03; 9/1/03 and 12/1/03)

☐ Installment
Downpayment due _____ in the amount of \$_____,
plus _____ equal installments due the _____ of each
succeeding month in the amount of \$_____ each.

3. Client understands and agrees that the service fee payable under this agreement is in addition to premiums to be paid on policies to the insurance companies involved.
4. Client acknowledges that in the event coverage is cancelled, the service fee charge is immediately earned.

COUNTY OF MCLEAN _____

ACORDIA _____

By: _____

By: Wm C Colloch
G.W. McColloch, Agent



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

March 12, 2003

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Children's Advocacy Center to tie bows on the trees in the North Courtyard of the Law and Justice Center to commemorate Child Abuse Awareness Month.

Your PROPERTY COMMITTEE further respectfully recommends approval of the request received from the Children's Advocacy Center to host a short program during a lunch hour in the month of April in the North Courtyard in observance of Child Abuse Awareness Month.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
B.H. "Duffy" Bass
Sonny Rodgers

District #7
P.A. "Sue" Berglund
Bette Rockauskas

District #9
Adam D. Kinzinger
Cathy Ahart

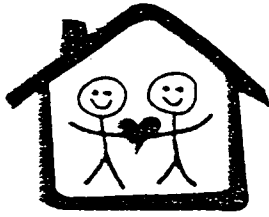
District #2
Matt Sorensen
Rick Dean

District #4
Susie Johnson
Duane Moss

District #6
George J. Gordon
David W. Setzer

District #8
Paul R. Segobiano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls



Child Protection Network
200 W. Front, Suite 500B
Bloomington, Illinois 61701
Phone: 309-228-5656
Fax 309-228-4969
<http://www.protectachild.org>

RECEIVED
FEB 14 2003
Facilities Mgt. Div.

Children's Advocacy
Center with offices in
Livingston and DeWitt Counties
CASA of McLean County
Lynn Fewkes

Chairperson
William Yoder
Sharon Klingman
Becky Ehrlich
Dr. Katherine Widerborg
Sally Chalian
Daniel Norris
Dave Owens
Bonnie Serone
Diana McCauley, Ed.D
Connie Willis
Jeff Caughron
Esaw Peterson
Joe Gibson
John Elliott

Staff:
Billie Larkin
Executive Director
Mary Whitaker
Laura Tuffentsamer
Associate Directors
Doug Grossman
Amy Benoit
Jaylene Taubert
CASA Case Managers
Kathy Patterson
Family-Child Advocate
Jo Sipes
Multi-County Advocate
Fran Brandau
Volunteer Recruiter
Marsha Albritten
Crisis Interventionist
Linda Patterson
Administrative Assistant

A United Way agency

February 13, 2003

To: Jack Moody, Facilities Manager
FR: Billie Larkin, Director CAC

The Children's Advocacy Center is requesting once again this year to tie bows on the Law and Justice Center court yard trees and in front of the Health Department Building to commemorate Child Abuse Awareness Month. This year in an attempt to work collaboratively with Domestic Violence and Rape Crisis, we will be adding bows representing of those victims as well.

We would also request the possibility of having an outside activity (of course depending on weather) during a lunch hour in April with a children's choir and proclamations from the County Board, and the mayors proclaiming child abuse awareness month. It would be a short program, no longer than 30 minutes and we are interested in asking The Honorable James Knecht to be our speaker.

If you would need any other information, please feel free to contact me at anytime.

Billie Larkin

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF MARTIN TIPSORD
AS A TRUSTEE OF THE
SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2003 of Martin Tipsord as a Trustee of the Saybrook-Arrowsmith Fire Protection District, it is advisable to consider a reappointment to this position; and,

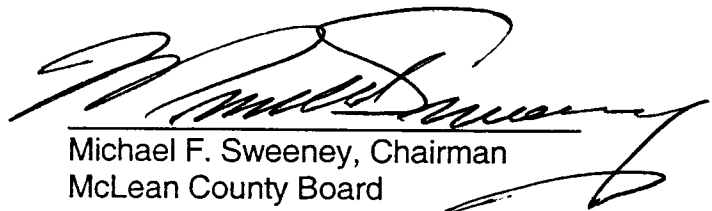
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Martin Tipsord as Trustee of the Saybrook-Arrowsmith Fire Protection District for a term of three-years to expire on April 30, 2006 or until a successor shall have been qualified and appointed.

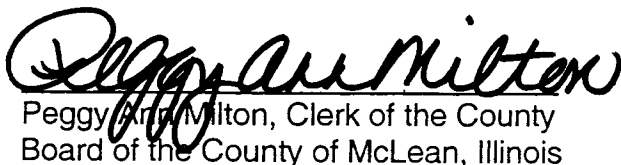
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Martin Tipsord and Darrell Hartweg, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of March, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF MERLE HOLLIGER
AS A TRUSTEE OF THE
CARLOCK FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2003 of Merle Holliger as a Trustee of the Carlock Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Merle Holliger as a Trustee of the Carlock Fire Protection District for a term of three years to expire on April 30, 2006 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Merle Holliger and William Wetzel, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of March, 2003.

APPROVED:


Michael F. Sweeney
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF KENNETH A. KEIGHIN
AS A TRUSTEE OF THE
CARLOCK FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2003 of Kenneth A. Keighin as a Trustee of the Carlock Fire Protection District, it is advisable to consider a reappointment to this position; and,

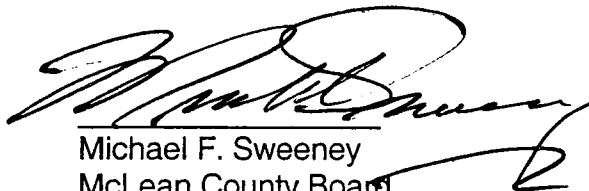
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Kenneth A. Keighin as a Trustee of the Carlock Fire Protection District for a term of three years to expire on April 30, 2006 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Kenneth A. Keighin and William Wetzel, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of March, 2003.

APPROVED:


Michael F. Sweeney
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF STANLEY RINGGER
AS A TRUSTEE OF THE
GRIDLEY FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2003 of Stanley Ringger as a Trustee of the Gridley Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Stanley Ringger as a Trustee of the Gridley Fire Protection District for a term of three years to expire on April 30, 2006 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Stanley Ringger and Benjamin Roth, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of March, 2003.

APPROVED:


Michael F. Sweeney
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF LARRY SANDS
AS A TRUSTEE OF THE
TOWANDA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2003 of Larry Sans as a Trustee of the Towanda Fire Protection District, it is advisable to consider a reappointment to this position; and,

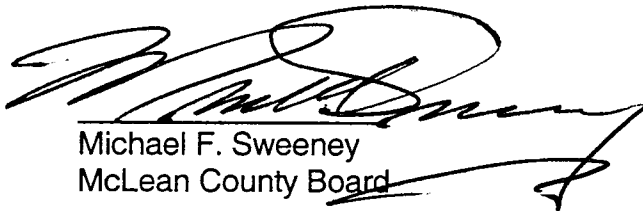
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Larry Sands as Trustee of the Towanda Fire Protection District for a term of three years to expire on April 30, 2006 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Larry Sands and James Sinclair, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of March, 2003.

APPROVED:


Michael F. Sweeney
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF DALE HUSSEMANN
AS A TRUSTEE OF THE
HUDSON FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2003 of Dale Husseman as a Trustee of the Hudson Fire Protection District, it is advisable to consider a reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Dale Husseman as a Trustee of the Hudson Fire Protection District for a term of three years to expire on April 30, 2006 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Dale Husseman and Amy Mobley, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of March, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

A RESOLUTION FOR APPOINTMENT OF JAMES ADAMS
AS A TRUSTEE OF THE
DOWNS FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2003 of James Adams as a Trustee of the Downs Fire Protection District, it is advisable to consider an appointment to this position; and,

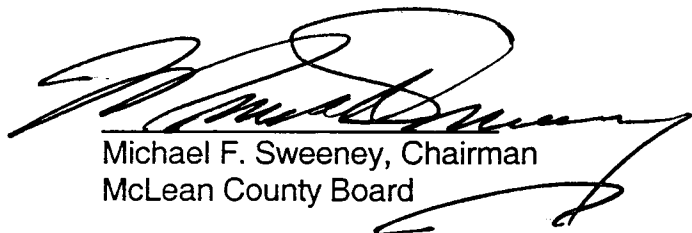
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of James Adams as a Trustee of the Downs Fire Protection District for a term of three years to expire on April 30, 2006 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to James Adams and Greg Knapp, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of March, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF STEVE WANNAMACHER
AS A COMMISSIONER OF THE
BLOOMINGTON-NORMAL AIRPORT AUTHORITY

WHEREAS, due to the expiration of term of Steve Wannamacher as a Commissioner of the Bloomington/Normal Airport Authority, it is advisable to consider an appointment or reappointment to this position; and,

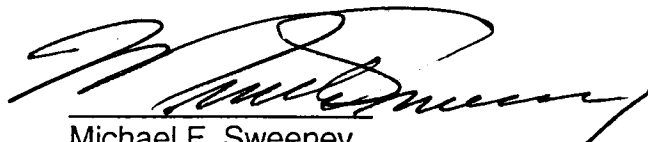
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 5/3.1, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Steve Wannamacher as a Commissioner of the Bloomington-Normal Airport Authority for a term of five years scheduled to expire on April 30, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Steve Wannamacher, the Bloomington-Normal Airport Authority and Mr. William Brandt, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of March, 2003.

APPROVED:


Michael F. Sweeney
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF ALAN ROSEMAN
AS A COMMISSIONER OF THE
BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

WHEREAS, due to the expiration of term of Alan Roseman as a Trustee of the Bloomington Township Public Water District, it is advisable to consider an appointment or reappointment to this position; and,

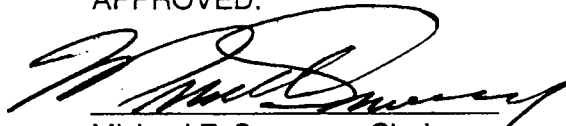
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 5/3.1, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Alan Roseman as a Trustee of the Bloomington Township Public Water District for a term of five years scheduled to expire on the 1st Monday in May, 2008, or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Mr. Alan Roseman and Mr. Dan Deneen, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of March, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

Members Owens/Selzer moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sweeney, Chairman, presented the following:

Chairman Sweeney stated the following: my recommendation for the new County Treasurer is Becky McNeil. Members Sorensen/Berglund moved the County Board approve the Chairman's Recommendation on Appointment of County Treasurer. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Chairman Sweeney invited Ms. McNeil to come forward. Peggy Ann Milton stated the following: we have a great team in the tax users' cycle and I appreciate your being appointed. I look forward to working with you. Ms. Milton then administered Ms. McNeil's oath. Ms. McNeil stated the following: I am extremely honored to be appointed to this position. I look forward to working with the County Board, the County Administrator's Office, Department Heads, Elected Officials, and the citizens of McLean County to ensure the Treasurer's Office maintains accountability and provides excellent service to the citizens of McLean County. I would like to thank my colleagues, my friends, and my co-workers in supporting me and encouraging me throughout this process. Chairman Sweeney stated the following: congratulations Becky. I know you will do a great job because you have been for the last couple of years.

Member Sorensen, Vice-Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, County Board Department 0001**

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the County Board Department 0001, Legislation and Policy Program 0001; and,

WHEREAS, on December 5, 2002, McLean County accepted a grant award in the amount of \$223,559.00 from the Office of Justice Programs of the U.S. Department of Justice for the Safe Havens: Supervised Visitation and Safe Exchange Grant Program; and

WHEREAS, at its regular meeting of December 17, 2002, the McLean County Board adopted a resolution authorizing and approving a purchase of services agreement between McLean County and the Children's Foundation to provide services and administer the Safe Havens program; and

WHEREAS, said grant acceptance and purchase of services resolution occurred after approval of the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance; and

WHEREAS, the Executive Committee, at a regular meeting on Tuesday, March 11, 2003, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$ 223,559.00 and to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001			
0001-0001-0001-0407.XXXX			
USDOJ-Safe Havens	\$ 0.00	\$223,559.00	\$223,559.00

(2)

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the County Board Department 0001, Legislation and Policy Program 0001 the following appropriation:

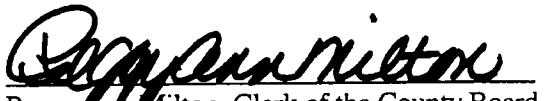
	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0777.XXXX USDOJ-Safe Havens	\$ 0.00	\$223,559.00	\$223,559.00

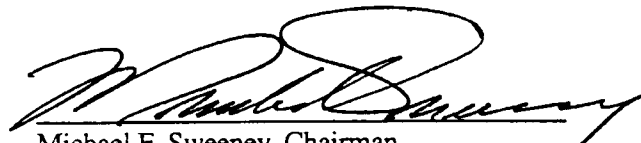
- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

ADOPTED by the County Board of McLean County this 18th day of March, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

c:\john\ea_cobd_safehavensmar03.exec

Members Sorensen/Owens moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance General Fund 0001, County Board Department 0001 - Safe Havens Grant. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:



SERVICE AGREEMENT
(Intrastate ICB)

Customer Name	MCLEAN COUNTY GOVERNMENT ("Customer")	Main Billing Tel. No.	309-888-5000
and address:	104 West Front Street, Bloomington, IL 61701	CBS-CNE Case No.	2003-243165

Services. Customer hereby requests and agrees to purchase from the undersigned Verizon company ("Verizon") the services identified in Exhibit A attached to this Agreement, and as further described in Verizon's applicable tariffs (the "Services"), for the service period stated in the attached Exhibit applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Customer locations specified in the attached Exhibit.

Charges. Customer will pay the rates and charges set forth in the attached Exhibit and shall also pay all applicable taxes, fees, and charges, including End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit. Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon National Contracts Repository, MC: HQW02L25, 700 Hidden Ridge, Irving, TX 75038. Notices shall be deemed effective five business days after such mailing.

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

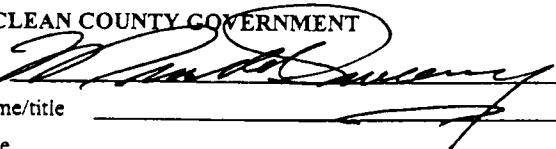
(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibits attached hereto) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

MCLEAN COUNTY GOVERNMENT

By 
Name/title _____
Date _____

VERIZON NORTH INC.

By _____
Name/title _____
Date _____

CBS-CNE Case No.: 2003-243165
Contract No.: 2003-132447

Page 1



VZ Generated By: JJC, 03/04/03
VZ Approved To Form: EJO 3/04/03

ESC # 0147

Verizon company name: Verizon North Inc. (referred to in this Exhibit as "Verizon")
 State: Illinois
 Customer name: McLean County Government
 CBS-CNE Case No.: 2003-243165

Customer must sign and date this Agreement on or before April 22, 2003, or the proposed Service arrangement and pricing will no longer be available.

1. **Services and Quantity Commitments.** Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement.

<u>Service Item</u>	<u>Monthly Unit Rate</u>
CentraNet (per line)	\$10.00

This rate does not include Subscriber Line Charges.

The CentraNet line rate includes no additional features. Any feature package requested by Customer will be provided by Verizon from the applicable tariff. Other applicable charges and fees, including Subscriber Line Charges, will be added to the above line rate, pursuant to an applicable state or federal tariff.

Minimum Commitment and Shortfall. Customer is obligated during the term to pay for a minimum of 501 lines. If customer fails to maintain the minimum number of lines at any time during the term period, Verizon will notify Customer of that fact within a reasonable time after becoming aware of the shortfall, and the Service will revert immediately to the applicable tariff or other commission-authorized rate(s) for the minimum service commitment period available. If no applicable tariff exists, Customer may either continue to pay for the minimum number of lines, or negotiate a new agreement with Verizon under a new rate structure. Customer shall continue to remain liable for payment of the minimum number of lines, however, until a new agreement becomes effective.

2. **Effective Date/Regulatory Filing and Review.** This Agreement, and any subsequent amendment(s), shall be filed with the Illinois Commerce Commission ("Commission") within thirty (30) days of execution and becomes effective upon filing. Customer acknowledges that the Service cannot be provided until this Agreement is filed with the Commission.

3. **Service or Term Period.** Customer shall purchase such Services for a period of twenty-four (24) consecutive months from the in-service date. The in-service date shall be May 7, 2003, the day following expiration of the parties' current Service arrangement.

4. **Termination Charges and/or Shortfall Liability.** If Customer cancels this Agreement for convenience in whole or in part prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to twenty-five percent (25%) of the applicable monthly rate for the minimum numbers of lines required under this Agreement multiplied by the number of months remaining in the unexpired portion of the Service Period (501 x .25 of monthly rate per line x remaining months). Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation. Termination charges will not apply if an exception contained in Verizon's applicable tariff applies.

5. Additional Provisions.

a. **Conditions.** The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.



b. Service Continuation. (i) If, at the time of expiration of the Service period, a new agreement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, discontinuance of the Services, then the Services will be reverted to applicable tariff or other commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be disconnected upon the expiration of the Service period for this Agreement if a new agreement is not effective as defined above.

(ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract to continue the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial term to allow the parties to finalize a new agreement. Written notice must be provided by Customer at least 30 days prior to the end of the original termination date.

c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.

6. **Locations.** The Services shall be provided to Customer under the terms hereof at all Customer locations served by the Verizon Bloomington/Normal central office. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.





INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400 Bloomington, Illinois 61702-2400

**Request for Approval
Of Centranet Contract with Verizon**

To the Honorable Members of the Executive Committee and the McLean County Board:

Please find attached a Service Agreement with Verizon. This contract represents a renewal of services already in place for the telephone system used by the County.

This rate is slightly higher than the current contract which was a five year contract. We requested a two year rate so that as the Government Center becomes operational alternative phone systems can be evaluated for us in both locations.

Information Services respectfully requests the approval of the attached contract.

I'll be happy to answer any questions you may have.

Respectfully submitted,

Craig Nelson
Director, Information Services.

Members Sorensen/Renner moved the County Board approve a Request for Approval of Centranet Contract with Verizon - Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

MITSUBISHI MOTORS NORTH AMERICA, INC. ASSESSMENT SETTLEMENT AGREEMENT

THIS AGREEMENT is made this ____ day of March, 2003, by and among **MITSUBISHI MOTORS NORTH AMERICA, INC.**, formerly known as **MITSUBISHI MOTOR MANUFACTURING OF AMERICA, INC.** and also formerly known as **DIAMOND-STAR MOTORS CORPORATION** ("Mitsubishi") and the **COUNTY OF McLEAN, CITY OF BLOOMINGTON, TOWN OF NORMAL, DRY GROVE TOWNSHIP, BLOOMINGTON-NORMAL WATER RECLAMATION DISTRICT, CENTRAL ILLINOIS REGIONAL AIRPORT AUTHORITY, COMMUNITY UNIT SCHOOL DISTRICT NO. 5 OF McLEAN AND WOODFORD COUNTIES, ILLINOIS, HEARTLAND COMMUNITY COLLEGE DISTRICT #540, McLEAN COUNTY SUPERVISOR OF ASSESSMENTS, McLEAN COUNTY TREASURER and DRY GROVE TOWNSHIP ASSESSOR** (collectively, the **Governmental Parties**").

WHEREAS, Mitsubishi and the Governmental Parties entered into a certain Assessment Settlement Agreement on May 26, 1993, to resolve several pending actions before the McLean County Board of Review, Illinois Property Tax Appeal Board, and the Illinois Appellate Court of the Fourth District involving the heretofore disputed taxable value for real estate tax purposes of certain Mitsubishi property for 1988 through 1998; and

WHEREAS, Mitsubishi and the Governmental Parties entered into a certain First Amendment to Assessment Settlement Agreement on June 20, 2000, to provide for the taxable value for real estate purposes of certain Mitsubishi property for 1994 through 1998 and to resolve the overpayment of taxes during those same years; and

WHEREAS, the First Amendment to Assessment Settlement Agreement is in its final year and will be fully executed upon the collection and distribution of the 2002 real estate taxes payable in 2003; and

WHEREAS, Mitsubishi and the Governmental Parties desire to avoid future disputes and protracted litigation over the taxable value for real estate purposes of certain Mitsubishi property for the next ten years; and

WHEREAS, Mitsubishi and the Governmental Parties acknowledge it is mutually preferable for purposes of budgeting, planned growth and expansion, stability of tax revenues and delivery of government services to have a single, agreed square foot value applied to certain, well-defined property owned by Mitsubishi for a specified and limited time duration; and

WHEREAS, Mitsubishi and the Governmental Parties further acknowledge that the agreed square foot value would very likely be supported by a professionally prepared real

estate appraisal as well as by competent historical evidence relied upon by the Illinois Property Tax Appeal Board and the courts in earlier litigation; and

WHEREAS, Mitsubishi and the Governmental Parties further acknowledge that for the purposes set forth herein, an agreed square foot value from which a fair assessment and real estate tax can be derived is more preferable than the creation of an agreement to abate taxes,

NOW, THEREFORE, for good and valuable consideration, the recital provisions set forth above are incorporated into the body of this Agreement, and the parties agree as follows:

1. That for the purposes of this Agreement, the "Mitsubishi Property" is defined as all land and improvements that currently exist and/or improvements that will be built, solely for manufacturing or manufacturing related purposes, on property known as permanent parcel number (14) 13-25-100-002 containing 595.81 acres +/-, for 10 years commencing with the 2003 tax year through and including the 2012 tax year.
2. That for the purposes of this Agreement, "manufacturing related purposes" shall mean activities, the principal purposes of which are to support and facilitate manufacturing including the supply of materials and services for manufacturing, the shipment of manufactured products and the training and providing for the welfare and convenience of employees, agents, contractors, suppliers and guests. Manufacturing and/or manufacturing related improvements that lie or will lie outside of the Mitsubishi Property, as defined, are not subject to this Agreement. Non-manufacturing and/or non-manufacturing related improvements are also not subject to this Agreement.
3. That for the 2002 tax year, the actual square footage of the improvements on the Mitsubishi Property is 2,490,424 square feet. For 2003 and all subsequent tax years subject to this Agreement, the actual square footage of the improvements on the Mitsubishi Property shall be the previous year's square footage plus any additions or minus any deletions thereto as ascertained by building permit data. Such additions shall include any expansion of currently existing improvements and/or any freestanding improvements on the Mitsubishi Property.
4. The parties agree that the fair market value per square foot to be applied to the Mitsubishi Property, as defined above, shall be \$9.00 per square foot for 10 years commencing with the 2003 tax year through and including the 2012 tax year.
5. That so long as the equalized assessed valuation is based upon the fair market value per square foot established in Paragraph 4 above, all of the parties to this Agreement agree not to file a complaint with the McLean County Board of Review, an appeal with the Illinois Property Tax Appeal Board, or any cause of

action before any court or administrative tribunal. In the event any other entity or person brings a cause of action contesting an assessment set in accordance with this Agreement, the parties shall intervene in such cause and use their best efforts to have the assessment set at an amount determined by this Agreement.

6. That in the event an equalized assessed valuation for any agreed year is not based upon the fair market value per square foot established in Paragraph 4 above, then the parties will immediately seek relief therefrom before the McLean County Board of Review, Illinois Property Tax Appeal Board and/or the Circuit Court, to assess Mitsubishi Property in accordance with this Agreement.
7. That the sale of Mitsubishi Property to any non-related entity will terminate this Agreement except for a merger or other acquisition and financial credit facility arrangements wherein Mitsubishi maintains its manufacturing operations.
8. In addition to the other rights granted by this Agreement, if at any time an assessment for Mitsubishi Property is not in substantial compliance with the terms and conditions of this Agreement, Mitsubishi shall have the right to seek specific performance to enforce the terms of this Agreement. In the event that an action of specific performance is brought, the parties waive the claim or defense that Mitsubishi has an adequate remedy at law.
9. In addition to the other rights granted by this Agreement, if at any time Mitsubishi is not in substantial compliance with the terms and conditions of this Agreement, any or all Governmental Parties shall have the right to seek specific performance to enforce the terms of this Agreement. In the event that an action of specific performance is brought, the parties waive the claim or defense that the Governmental Party or Parties have an adequate remedy at law.
10. That the parties acknowledge that this Agreement is not an amendment or modification to any prior agreements entered into by the parties hereto. The parties expressly agree that the Assessment Settlement Agreement dated May 26, 1993 and the First Amendment to Assessment Settlement Agreement dated June 20, 2000 shall be considered fully executed and satisfactorily completed upon the collection and distribution of the 2002 real estate taxes payable in 2003.
11. This Agreement shall be binding upon and benefit the parties hereto and their present and future members, boards, councils, successors and assigns, except as otherwise provided in Paragraph 7 above.
12. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument and any party hereto may execute this Agreement by signing such counterpart.
13. The undersigned warrant and represent that they are duly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

"Mitsubishi"

MITSUBISHI MOTORS NORTH AMERICA, INC.
as successor to MITSUBISHI MOTOR MANUFACTURING OF AMERICA, INC.
and DIAMOND-STAR MOTORS CORPORATION

By: _____

Printed Name: Gary Shultz

Title: Vice President and General Counsel

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“Governmental Parties”

COUNTY OF McLEAN

By: _____

Attest: _____

Printed Name: _____

Title: _____

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Members Sorensen/Rodgers moved the County Board approve a Request for Approval of the Mitsubishi Motors of North America, Inc. Assessment Settlement Agreement. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

March 10, 2003

Memo to: The Honorable Chairman and Members of the McLean County Board
From: "Ad Hoc" Committee on Emergency Communications and Dispatch
Re: Interim Report

Centralized Dispatch

The "Ad Hoc" Committee (the "Committee") heard from several users, primarily Fire Departments, which were very supportive of maintaining a single Countywide centralized dispatch service, regardless of a common radio system. The Committee also noted that multiple vendor documents and consulting reports recommended that centralized dispatch be maintained in McLean County. The Committee agrees that it is in the best interest of all residents of McLean County to retain a centralized dispatch center that provides services to all emergency agencies within the County. While a common radio platform would be ideal, the Committee acknowledges that it is not necessary for a centralized dispatch center to fulfill its responsibilities to appropriately dispatch the necessary emergency services in response to a 911 call.

MetCom

The Committee was directed to review the Intergovernmental Agreement that created the Metro McLean County Centralized Communications Center (the "MetCom"). After reviewing the Agreement, the Committee believes that some overlap and confusion of responsibilities between the Emergency Telephone Systems Board (the "ETSB") and MetCom results in a lack of accountability and inaction on the part of both Boards. However, the Committee heard strong support and acknowledgement that the MetCom operation has made significant improvements in recent months.

The Committee finds that while changes to the Intergovernmental Agreement to specify accountability for results would be ideal, there are significant legal and statutory challenges associated with any such changes. Further, the Committee finds that while MetCom has certain autonomous responsibilities as defined in the Agreement, the ultimate accountability rests with the local governing boards that created MetCom and established its authority. The McLean County Board, as a whole, should be applauded for stepping forward to investigate these issues.

District #1
Stan Heston
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Batic

District #5
B.H. "Duffy" Bass
Sonny Rodgers

District #7
P.A. "Sue" Berglund
Bette Rockauskas

District #9
Adam D. J. Krieger
Cathy Anant

District #2
Matt Sorensen
Rick Dean

District #4
Sue Johnson
Duane Moss

District #6
George J. Gordon
David F. W. Setzer

District #8
Paul R. Segobiano
Ian Renner

District #10
Benjamin J. Owens
Bob Nuckolls

Emergency Radio Communications: Sheriff's Department and Rural Agencies

Information was presented to the Committee about the StarCom 21 Statewide State Police system and the Clear Talk Co-op Utility system. Both of these 800 MHz systems offer possible options for long-term radio solutions. The Committee has formally requested written information from StarCom 21 and Clear Talk regarding their product offerings, including specific pricing information, technical specifications, and the timeframes associated with their solutions. In addition, in-car repeaters are being tested, with the current EF Johnson system, by the McLean County Sheriff's department to determine if a cost affective short-term solution is possible.

Summary

Your "Ad Hoc" Committee has met six times in the timeframe authorized by the County Board resulting in a great deal of dialog and learning. We believe we have made substantial progress toward a set of recommendations for a long-term emergency radio communication system. However, we are unable to deliver these recommendations to you by the due date of March 18, 2003. The Committee is seeking the consent of the Board to continue our work, focusing on an emergency communications system and financing options. We anticipate that this work can be completed for presentation at the regular Board meeting in April.

Members Sorensen/Renner moved the County Board approve a Request for Approval of the Interim Report Submitted by the "Ad Hoc" Committee on Emergency Communications and Dispatch. Member Gordon asked the following: in approving this interim report, are we giving approval to the extension to April as requested in the interim report? Member Sorensen stated: yes. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is located on pages 39-105.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated there were no items to be presented for action.

FINANCE COMMITTEE: Member Sorensen, Chairman, presented the following:

American Red Cross Authorized Provider Agreement

This Agreement is between:

McLean County, Risk Management Office

(Name of corporation/organization herein referred to as the Authorized Provider)

and the

American Red Cross of the Heartland

(of the American National Red Cross herein referred to as the Red Cross)

This Agreement outlines how the Red Cross and the Authorized Provider will work together to provide American Red Cross training to the community.

A. American Red Cross

1. The Red Cross agrees, with regard to the Authorized Provider, to—
 - a. Support the education of the employees, members, and/or clients of the Authorized Provider in American Red Cross training courses (see Appendix A for a list of education courses).
 - b. Make available such needed equipment the Authorized Provider does not possess and that the Red Cross agrees to supply (see Price List in Appendix A for a list of equipment rentals and fees).
 - c. Guarantee, for the period of the Agreement, the prices listed on the price list for the Authorized Provider fee; equipment rental; and, unless otherwise noted, course materials such as books and videos (see Appendix A). The Authorized Provider fee includes record keeping, certificate processing, administration, promotional assistance, and support. Other services may be available for additional fees as outlined in Appendix A.
 - d. Send an invoice to the Authorized Provider for the cost of materials and services within 10 working days after receipt of the materials or completion of the services unless other special arrangements are noted in Appendix A.
 - e. Maintain all course activity reporting forms (*Course Record* (F6418R and F6418AR), *Water Safety Instructor Activity Report* (F6418WSI), or *HIV/AIDS Education Activity Report* (F6418HIV)) for at least five years.
 - f. Verify all instructor authorizations, and maintain a list of authorized instructors who report their teaching activity through the Authorized Provider.
 - g. Maintain all instructor records and notify the Authorized Provider of instructors who are no longer authorized.
 - h. Maintain a close and ongoing supportive relationship with the Authorized Provider and its instructors. To do this, the Red Cross will contact the Authorized Provider at least 2 mutually agreed upon times during the term of this Agreement.

- i. Designate an individual to be the primary contact with the Authorized Provider and notify the Authorized Provider within 10 days if that individual changes. That individual is:

Name Michelle Brown
Title Director of Health and Safety
Address 1 Westport Court
Phone Number (309) 662-0500 x 27
Fax Number (309) 662-0301
E-mail Address michelle@arcmclean.org

- j. Ensure that the instructors who teach under the supervision of the Authorized Provider have signed the *Instructor Agreement* (F6574). Provide a sample copy to the Authorized Provider with this Agreement, as necessary.
- k. For those training programs outlined in Appendix A, train and authorize as American Red Cross instructors, all Authorized Provider representatives who meet American Red Cross training program prerequisites as outlined on the course fact sheets, successfully complete the required instructor training, and otherwise meet Red Cross requirements. The cost for this training is outlined in Appendix A.
- l. Unless otherwise indicated on the *Course Record*, arrange for completed certificates to be delivered within 10 working days of receipt of a properly completed *Course Record* to:
Name Jennifer Ho
Address Risk Management Office, 104 W. Front Street, Room 101,
Bloomington, IL, 61702
- m. Inform the Authorized Provider of promotional materials it could use in promoting training and provide those materials, as needed.
2. The Red Cross agrees, with regard to **instructors** teaching American Red Cross courses for the Authorized Provider, to—
- Support and evaluate them in an effective, supportive, and timely manner.
 - Provide them with all policies and procedures in a timely manner.
 - Provide them with information on updates and revisions in a timely manner.
 - Reauthorize those who meet the requirements for reauthorization and notify the Authorized Provider of those who do not meet these requirements.
 - Make available to them opportunities for volunteer and professional skills development with the American Red Cross.
 - Make available instructor materials needed to teach (see Price List on Appendix A).
3. The Red Cross agrees, with regard to the **participants** of the Authorized training programs, to provide textbooks, workbooks, and instructional materials, as applicable. The supplies, equipment, and materials will be provided according to the provisions indicated in A.1. above, and if equipment is reserved, according to the provisions of B.1.g. below.

B. Authorized Provider

1. The Authorized Provider agrees, with regard to the **Red Cross**, to—
 - a. Identify qualified instructor candidates for training, certification, and authorization as American Red Cross instructors in the Red Cross courses outlined in this Agreement.
 - b. Designate an individual to be the primary contact with the Red Cross and also designate on-site contacts for multiple facilities and notify the Red Cross within 10 days if that individual changes. The primary contact for the Authorized Provider is:

Name Jennifer Ho
Title Risk Manager
Address McLean County, 104 W. Front Street,
 Bloomington, IL 61702 - 2400
Phone Number (309) 888 - 5940
Fax Number (309) 888 - 5949
E-mail Address hojen@mclean.gov

For multiple facilities, the individuals listed as on-site contacts for the individual facilities are found in Appendix C.

- c. Submit properly completed course reporting forms and the completed evaluation forms, as required, to the Red Cross within 10 working days of completion of each class.
- d. Remit to the Red Cross all payments agreed to within 10 days of receipt of the invoice or as outlined in Special Billing or Payment Instructions in Appendix A.
- e. Provide the names and copies of current authorizations of any new Red Cross instructors who teach for the Authorized Provider to the Red Cross at least 10 working days prior to the instructors teaching their first course, so that their authorizations can be verified. Appendix B contains a list of the Authorized Provider's currently authorized instructors. The Authorized Provider also agrees to notify the Red Cross in a timely manner of changes in an instructor's status. Additions and deletions can be made to this list by using copies of Appendix B.
- f. Support instructors' compliance with Red Cross policies and procedures.
- g. Notify the Red Cross of dates, times, and locations for each scheduled American Red Cross training course at least 10 days before the course start date.
- h. Refrain from revising, editing, or duplicating any American Red Cross copyrighted materials, in whole or in part, including videos, for teaching American Red Cross courses or for any other purposes, unless specifically approved in writing by the national headquarters of the American Red Cross. Requests for the above are to be channeled through the Red Cross chapter named in this Agreement.
- i. Obtain American Red Cross printed education materials and videos in quantities needed. (Reuse of workbooks and textbooks is only permitted in special situations and requires prior written approval from the Red Cross.)
- j. Be responsible for the use and prompt return to the Red Cross of any Red Cross owned equipment, in good condition, loaned or rented for use in training. Report to the Red Cross any equipment in need of service, repair, or replacement. Maintain in good condition all equipment the Authorized Provider owns and uses to conduct American Red Cross training programs.
- k. Ensure that classrooms and other facilities are safe, conducive to learning, and meet minimum space requirements of the American Red Cross as outlined in the appropriate instructor's manual.
- l. Allow a Red Cross representative to inspect classrooms, equipment, and other facilities used to conduct American Red Cross courses and to observe instructors while they teach American

- Red Cross courses for the purpose of ensuring consistency and improving the quality of instruction and assuring maintenance of national American Red Cross standards.
- m. Before printing or distribution, submit to the Red Cross for review and written approval, copies of all promotional brochures and advertising literature intended for public distribution that mention the American Red Cross. This will ensure that accurate statements are made about American Red Cross training and that the name and/or emblem are used appropriately.
2. The Authorized Provider agrees, with regard to the **instructors**, to—
 - a. Make instructors available to the Red Cross to participate in training, retraining, and other related events, as deemed necessary by the Red Cross, to gain and maintain sufficient levels of skill, knowledge, and understanding to conduct American Red Cross training.
 - b. Supply only American Red Cross print or audiovisual materials for the conduct of classes, except when the Red Cross approves, in writing, the use of other specific supplemental materials.
 - c. Require visual identification (material available from the Red Cross) of the American Red Cross by the instructor in the classroom during American Red Cross training courses.
 - d. Encourage instructors to volunteer for the American Red Cross.
 3. The Authorized Provider agrees, with regard to the **participants** in American Red Cross courses, to—
 - a. Notify participants that they are receiving American Red Cross training in accordance with American Red Cross standards.
 - b. Notify participants of course prerequisites, completion requirements, and other necessary information before the course.
 - c. Ensure that participants who have successfully met the course prerequisites, objectives, and certification requirements receive American Red Cross certificates.

This Agreement is limited to the geographical jurisdiction of the American Red Cross chapter(s) listed and described below.

Chapter	Geographical Jurisdiction
American Red Cross of the Heartland	McLean County and Town of Fairbury

If, during any phase of evaluation, the training conducted by an Authorized Provider's instructor is found to be below minimum American Red Cross standards for that course and the Red Cross determines that retraining is required for course participants, the retraining will be conducted by the Red Cross. In addition, the Authorized Provider will be responsible for reimbursing the Red Cross for the training at the amount equal to the published full service contract price or the training price minus the cost of books and materials the participants may already have.

This Agreement is effective until June 31, 2004 unless renewed by agreement of the parties for a period to be determined between them. Either party may terminate this Agreement with 30 days written notice to this effect. In the event of termination, the responsibility for any training courses scheduled prior to the termination and/or expiration of this Agreement shall survive for a period of 30 days after the date of termination and/or expiration. All financial obligations shall continue until satisfied.

Agreed to this 18th day of March 2003.

Authorized Provider Representative:

Michael Sweeney
Printed Name

Chairman
Title

[Signature]
Signature

Phone Number:

Fax:

American Red Cross Representative:

Michelle Brown
Printed Name

Director of Health and Safety
Title

Michelle Brown
Signature

Phone Number: (309) 662-0500 x27

Fax: (309) 662-0301

Authorized Provider Agreement (Appendix A)

The course(s) the American Red Cross will support under A.1.a. are as follows:

First Aid and CPR courses; Aquatics and Water Safety Courses; HIV/AIDS Education Courses; and Mission Related Care Giving Courses

The following equipment (and applicable rental fee) is available to the Authorized Provider from the American Red Cross under A.1.b.:

Equipment	Rental Fee	Per
		class
manikins - adult, child or infant	\$6.00	class
video rental	\$6.00	class
AED trainer	\$15.00	class

The following price list is to be observed under A.1.c., A.1.k., and A.2.f.:

Item Description	Fee	Unit
CPR/PR Participant book	\$9.50	per book
CPR/PR video (to purchase)	\$90.00	per video
Pocket mask	\$9.75	per mask
Adult CPR/AED Skill Card	\$6.00	per item
First Aid Skill Card	\$6.00	per item
Infant and Child Skill Card	\$6.00	per item
First aid /CPR/AED Participant Booklet	\$1.00	per item
First aid/CPR/AED video (to purchase)	\$78.00	per video
Community First Aid and Safety Participant Manual	\$12.00	per item
Community First Aid and Safety video(to purchase)	\$125.00	per video
Authorized Provider Fee	\$25.00	per class
First aid/CPR/AED - Instructor Course Tuition	\$115.00	per student
Fundamentals of Instructor Training - Instructor Course Tuition	\$10.00	per student
CPR/PR Bridging - Instructor Course Tuition	\$45.00	per student
Instructor Course Tuition		

Special Billing or Payment Instructions: Challenges will be \$4.00/person

Authorized Provider Agreement (Appendix B)

The following are currently authorized American Red Cross instructors who are authorized to teach under the terms of this Agreement outlined in B.1.e.:

Name	Address	Chapter of Authorization	Current Instructor Authorization	Please check status
Jennifer Ho	104 W. Front Street, Room 101 Bloomington, IL, 61702-2400	ARC of the Heartland	First aid/CPR/AED	<input type="checkbox"/> Maintain instructor on list <input type="checkbox"/> Add this instructor to the list <input type="checkbox"/> Delete this instructor from list
				<input type="checkbox"/> Maintain instructor on list <input type="checkbox"/> Add this instructor to the list <input type="checkbox"/> Delete this instructor from list
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				<input type="checkbox"/> Maintain instructor on list <input type="checkbox"/> Add this instructor to the list <input type="checkbox"/> Delete this instructor from list
				<input type="checkbox"/> Maintain instructor on list <input type="checkbox"/> Add this instructor to the list <input type="checkbox"/> Delete this instructor from list
				<input type="checkbox"/> Maintain instructor on list <input type="checkbox"/> Add this instructor to the list <input type="checkbox"/> Delete this instructor from list

Authorized Provider Agreement (Appendix C)

Multiple Facility Contacts

The following are contacts for the facilities listed under provision B.1.b.:

Facility Name and Address	Contact Name	Phone Number Fax Number E-mail Address
Comlara Park Hudson, IL	Jennifer Ho	(309) 888-5940 (309) 888-5949 hojen@mclean.gov
Juvenile Detention Center	S/A	S/A
County Highway Dept. Rt #1, Shamrock Rd. Bloomington, IL 61702	S/A	S/A
Law and Justice Center Center 104 W. Front St. Bloomington, IL 61761	S/A	S/A
McLean County Nursing Home 901-905 Main Street Normal, IL 61761	S/A	S/A
METCOM	S/A	S/A



RISK MANAGEMENT OFFICE

TEL: (309) 888-5940
104 West Front Street

FAX: (309) 888-5949
P. O. Box 2400

E-MAIL: riskmgt@mclean.gov
Bloomington, IL 61702-2400

Memo To: Matt Sorenson, Chairman
Members of the Finance Committee

From: Jennifer Ho, Risk Manager

Date: February 27, 2003

Subject: Approval for Authorized Provider Agreement with American Red Cross – First Aid/CPR/AED Training

The above agreeemnt is attached for your consideration and for your approval to enable me to train County employees on First aid/CPR/AED according to the standards set forth by the American Red Cross (ARC). I completed the ARC instructor course and became a certified trainer December 17, 2002. I have been certified in first aid/CPR previously. The objective of becoming a certified trainer is to 1). Provide training to County employees; 2). Customize training to fit County operations; 3). Reduce overall cost of training.

If you should have questions on this matter, please contact me at 309/888-5940. Thank you.

Members Sorensen/Kinzinger moved the County Board approve a Request for Approval of an Authorized Provider Agreement with Red Cross - First Aid/CPR/AED Training - Risk Management Department. Clerk Milton shows all Members present voting in favor of the Motion except Member Nuckolls who voted present. Motion carried.

Member Sorensen stated the General Report is located on pages 115-122.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated the following: the Transportation Committee would like to remove Item D1a from the agenda and they have no other items for action. The General Report can be found on pages 138-143.

PROPERTY COMMITTEE:
Member Bostic, Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD
APPROVING THE COUNTY HIGHWAY DEPARTMENT'S REQUEST
TO PROCEED WITH THE INITIAL PLANNING
FOR THE DEVELOPMENT OF THE ROUTE 9 EAST PROPERTY

WHEREAS, the McLean County Board approved the purchase of property on Route 9 East for the use of the County Highway Department; and,

WHEREAS, the County Engineer has presented a proposed Master Plan for the eventual development and use of the property on Route 9 East; and,

WHEREAS, the County Engineer has recommended that the County Highway Department proceed with the initial planning for the development and use of the Route 9 East property; and,

WHEREAS, the Property Committee, at its regular meeting on March 6, 2003, recommended approval of the County Engineer's request to proceed with drilling a well to test pump for adequate water on the site and to perform a percolation test to determine the appropriate location and size of the septic field; now, therefore,


BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

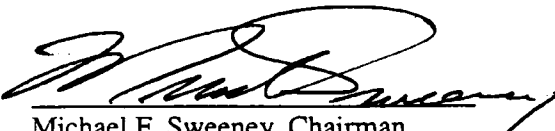
- (1) The McLean County Board hereby approves the recommendation of the Property Committee to proceed with drilling a well to test pump for adequate water on the site and to perform a percolation test to determine the appropriate location and size of the septic field.
- (2) The McLean County Board directs that a certified copy of this Resolution be forwarded to the County Engineer, the Director of Facilities Management, and the County Administrator.

ADOPTED by the McLean County Board this 18th day of March, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board



HIGHWAY DEPARTMENT
John E. Mitchell County Engineer
(309) 663-9445 FAX (309) 662-8038
102 S. Towanda-Barnes Rd. Bloomington, Illinois 61704

Date: 2/13/03

To: McLean County Board Property Committee

From: John E. Mitchell County Engineer

RE: Course of Action for the Route 9 Facility

I see the following to be the order in which we will proceed with the development of the McLean County Highway Department Route 9 site:

1. March 6, 2003, Property Committee approval of the Master Plan.
2. Property Committee approval to proceed with drilling a well to test pump for adequate water. Estimate approximately \$8000 plus \$3000 a piece if need to drill more holes (pump and piping to be completed later).
3. Property Committee authorizes County Highway Department to begin design of first phase of 100 ft by 120-ft garage by the County Highway Department.
4. As weather Permits County Highway Department performs percolation test to determine location and size of septic fields.
5. County Highway Department grade site as time and weather permits for construction of first phase.
6. Receive bids for new garage and bring to Property Committee for approval.
7. July 1, 2003, start construction of first phase.
8. December 15, 2003, anticipation completion of first phase building.
9. When value of current property is appropriate, begin design of balance of new facility (probably next 2 to 20 years).

I am requesting Property Committee's approval of steps 1 through 5 at this meeting.



HIGHWAY DEPARTMENT
John E. Mitchell County Engineer
(309) 663-9445 FAX (309) 662-8038
102 S. Towanda-Barnes Rd. Bloomington, Illinois 61704

Memorandum

To: McLean County Board Property Committee

From: Mr. John E. Mitchell County Engineer

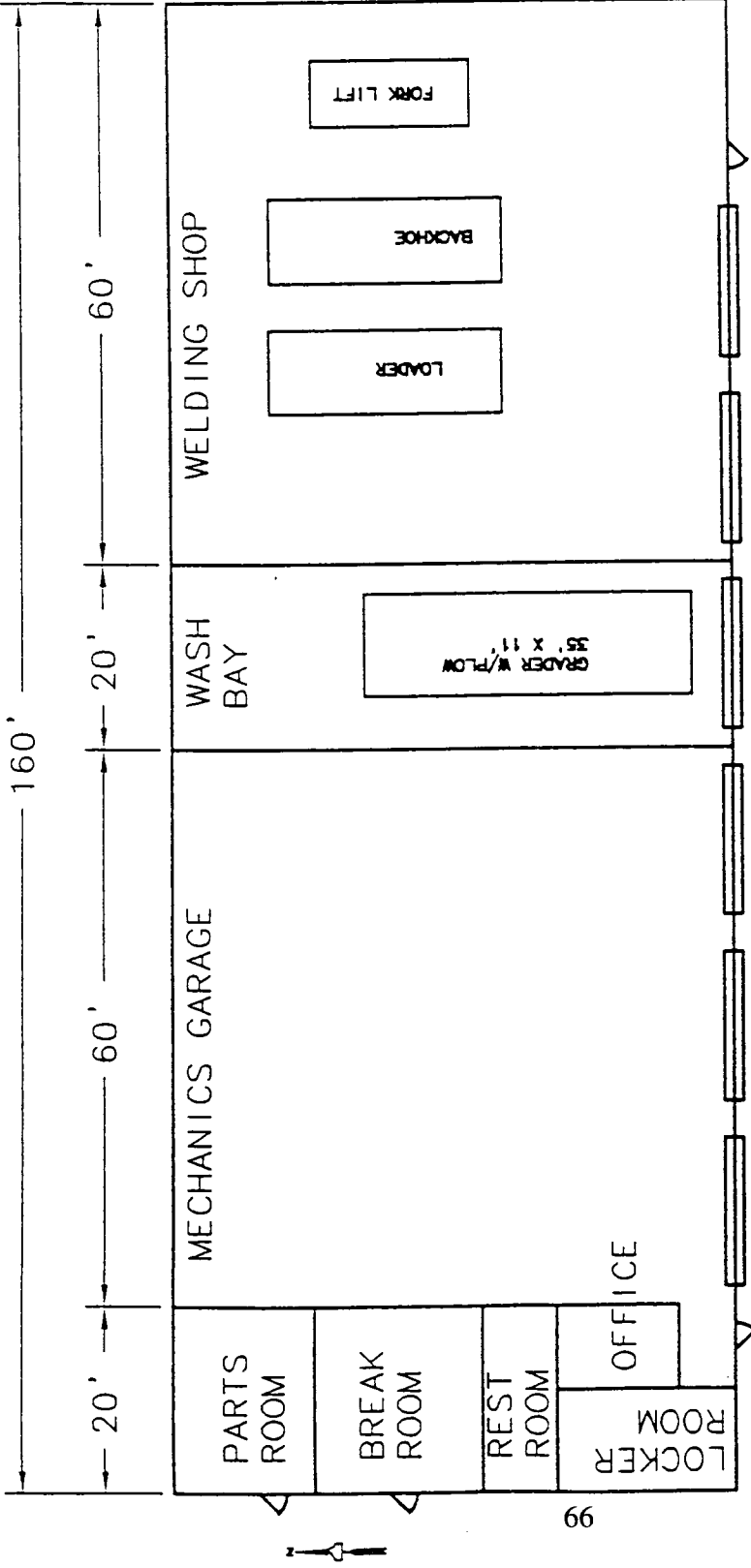
Date: 02/13/03

Re: Need For New Garage Building

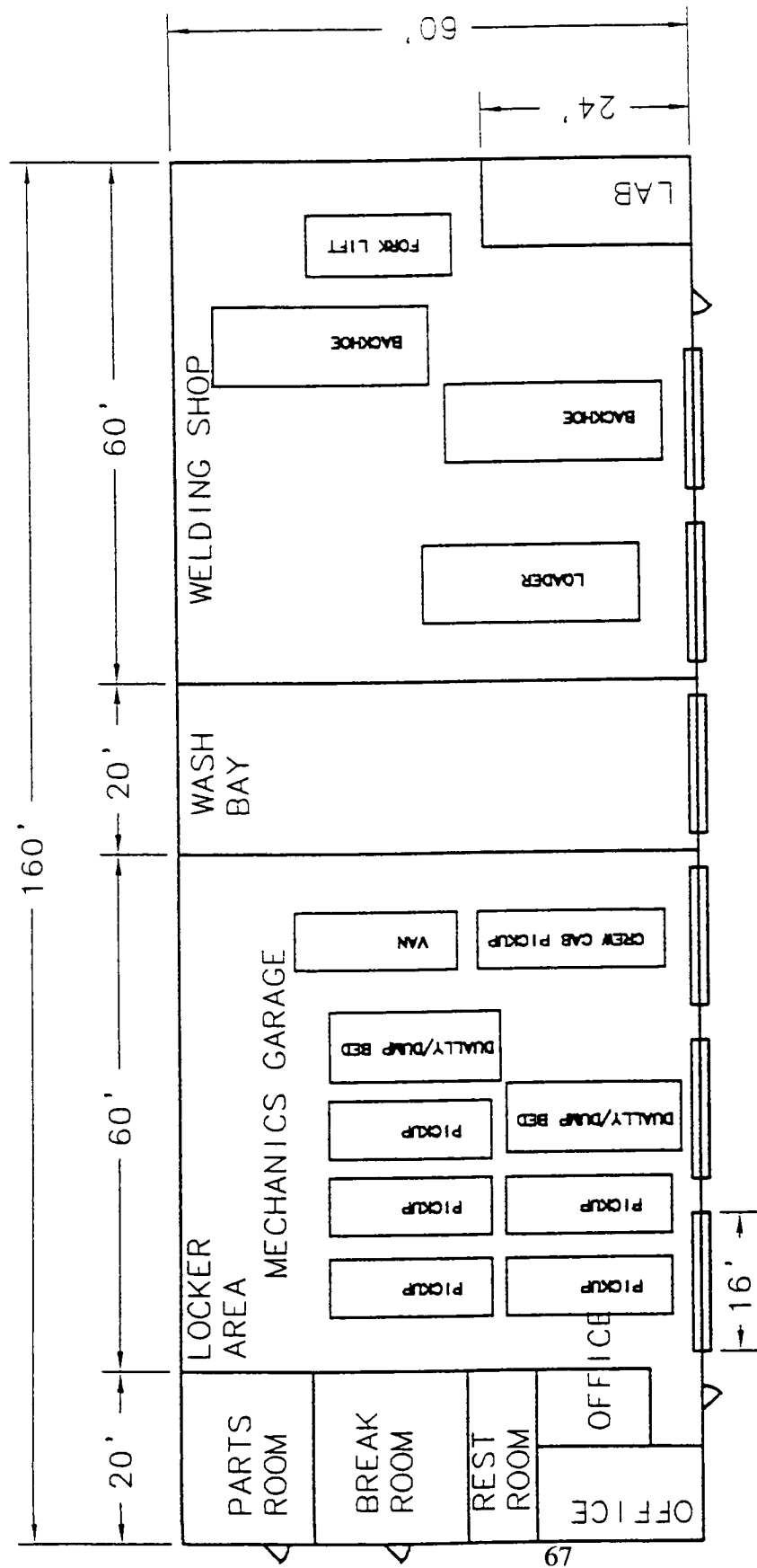
The existing McLean County Highway Department facility was constructed in the early 1970s. We constructed initially a 60 ft by 160 ft garage then several years later constructed the south 60 ft by 160 ft garage for storage of equipment. I have included for your use drawings entitled South Garage Utilization initially and North Garage Utilization initially. These two drawings show that in the 1970s we had sufficient garage space to fit our five Road Graders with their snowplows on them and our ten single axle dump trucks with their snow plows on them into the warm storage. We also have our sign shop in the south garage. Initially the south garage also contained our sign truck, paint truck, and Athey loader. The north garage contained our wash bay, welding shop and storage of our end loader, Backhoe, forklift and had a three bay area for our mechanics work.

Now thirty years later we find that we have increased our trucks to sixteen. The bigger change is that we have switched from single axle trucks with fixed one-way snowplows to tandem axle dump trucks with reversible plows and we have added wings to approximately half our trucks. This has added ten feet in length to each vehicle and three feet in width that now prevents us from storing all our vehicles inside with the snowplows hooked up. Having to hook up and unhook the plows each time we need to plow snow takes up about another half-hour. In addition, over the years we have eliminated our equipment operators from taking their pickup trucks home at night. This has increased our need for storage by five pickup trucks. Also we have added two 1 ton dump trucks to primarily patch and crack seal instead of using the larger less efficient trucks. These changes have resulted in us needing to store three graders and a dump truck in our cold storage building. While we can plug this equipment in so the diesel engines will start in cold weather this does not allow us to melt off the snow and ice that accumulates on the equipment when we plow snow. When we wash the equipment, we have had cavities freeze on the road graders causing a major crack in the transmission case. This is why we need to store all equipment we use in the winter in warm storage. The proposed first phase 120-ft by 100-ft garage will allow us to store our equipment in warm storage with the snowplows attached. This will eliminate approximately one-half hour per man of overtime every time we plow.

Enclosures



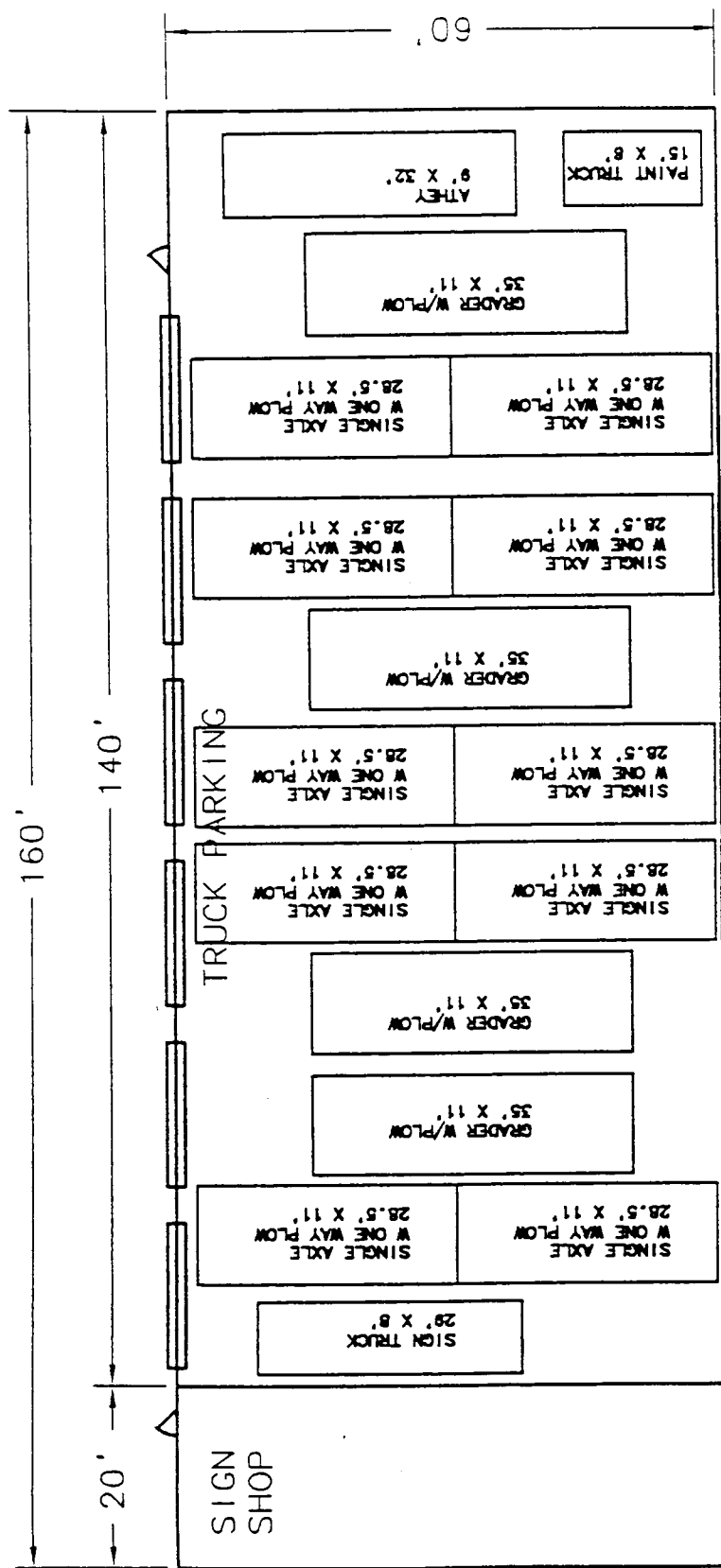
NORTH GARAGE UTILIZATION
 60' X 160'
 INITIALLY



NORTH GARAGE UTILIZATION

60' X 160'

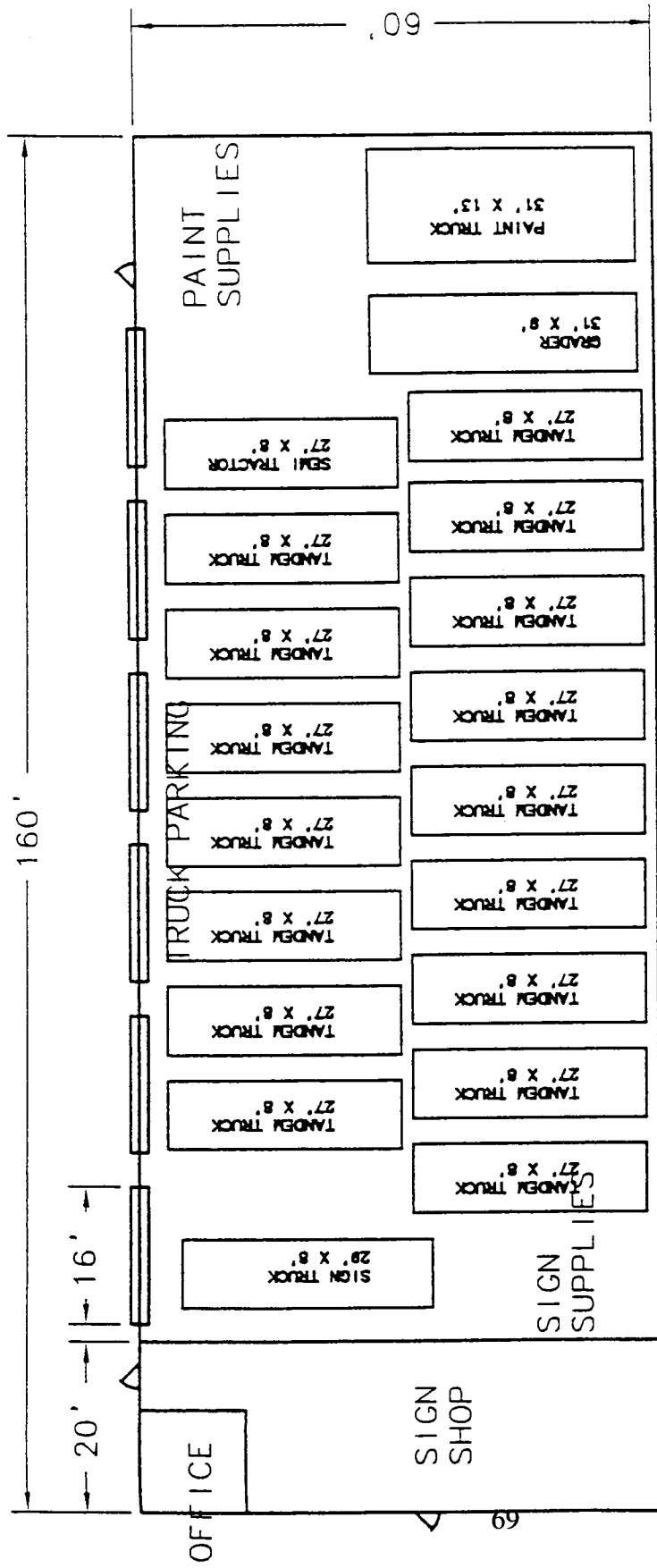
NOW



SOUTH GARAGE UTILIZATION

60' X 160'

INITIALLY



TRUCKS SHOWN HAVE NO WINTER EQUIPMENT

SOUTH GARAGE UTILIZATION

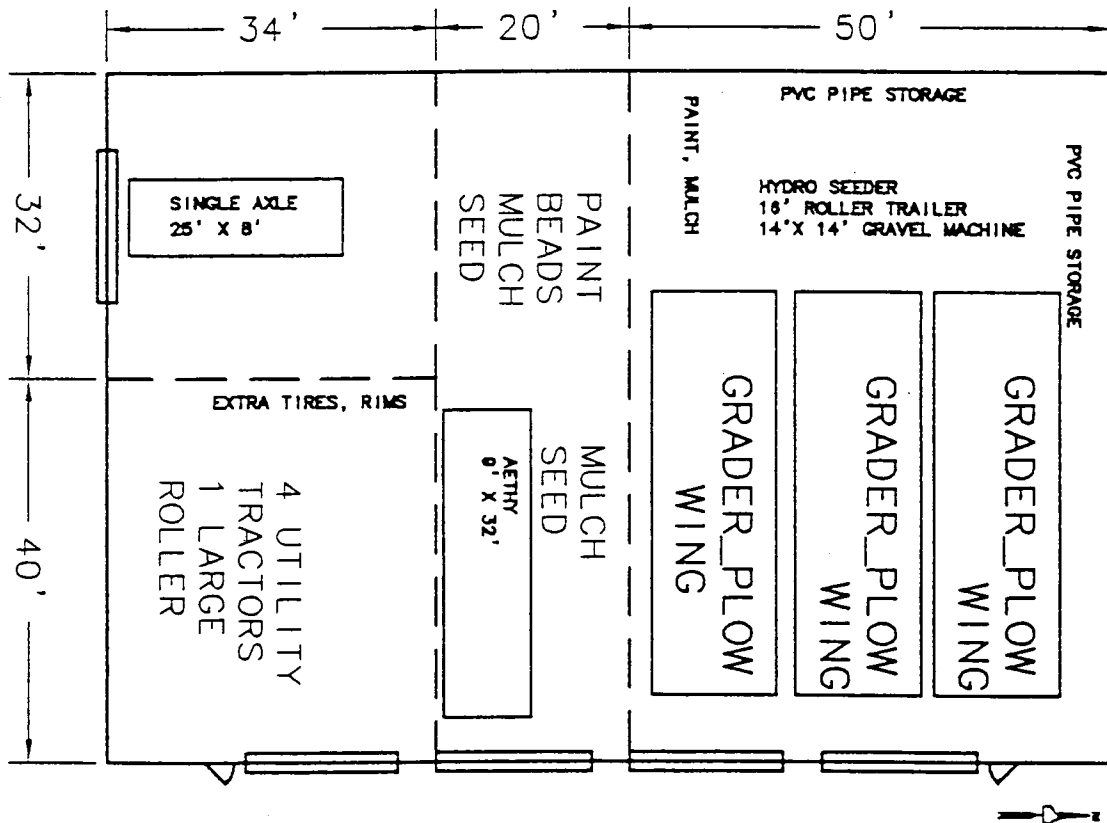
60' X 160'

NOW

COLD STORAGE

104' x 72'

NOW



8191

DIP SALT SUPPLY
TO BE REMOVED

NORTH GARAGE
60' X 160'

FUEL
PUMPS

SOUTH GARAGE
60' X 160'

SALT SHED
81' X 72'

586.10

15.91

SCALE: 1" = 100'
8.578 ACRES

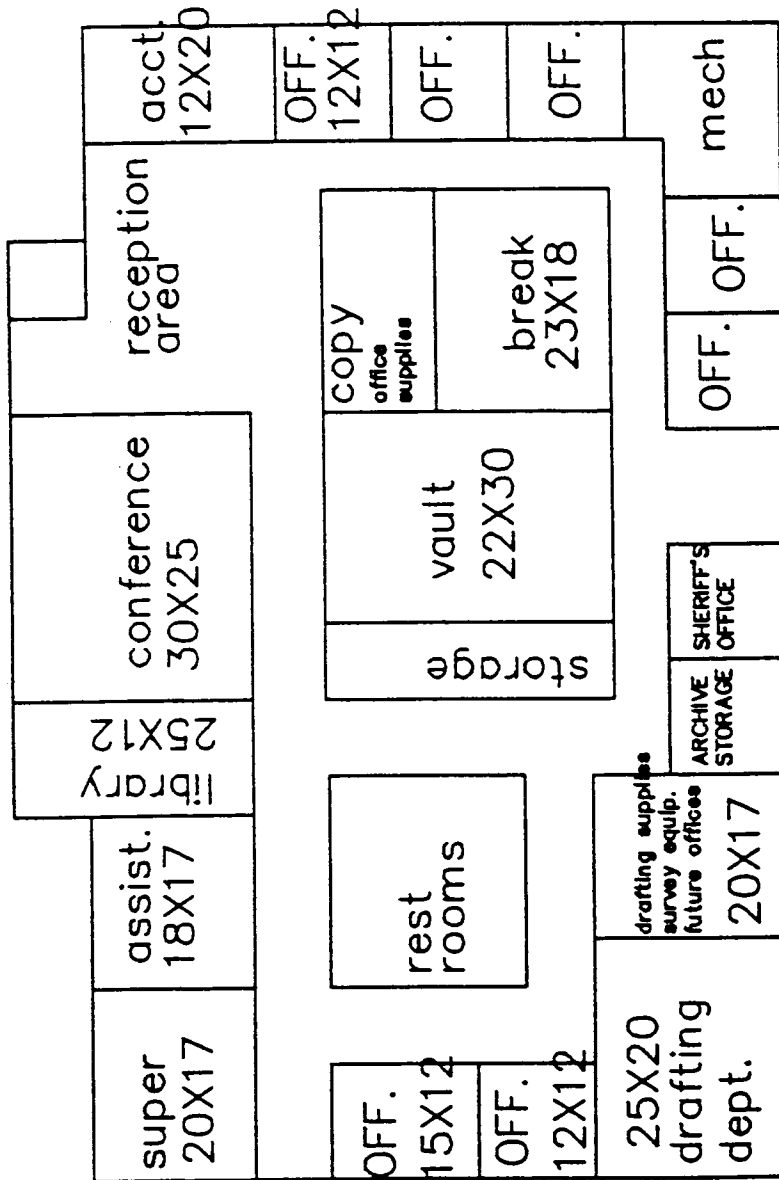
802.76

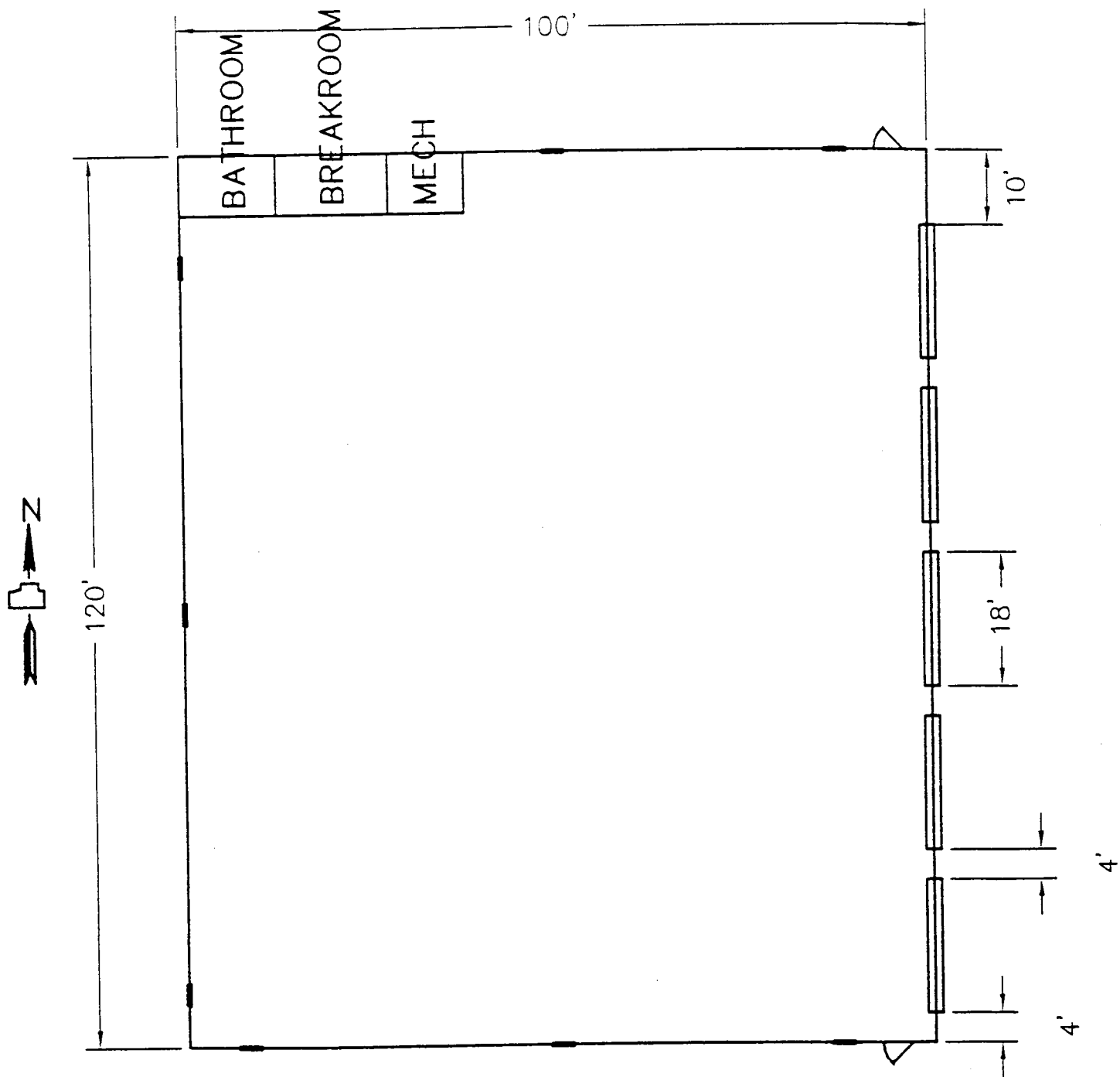
McLEAN COUNTY HIGHWAY DEPARTMENT
EXISTING PROPERTY 02/03

PROPOSED OFFICE

80' x 120'

1" = 20'



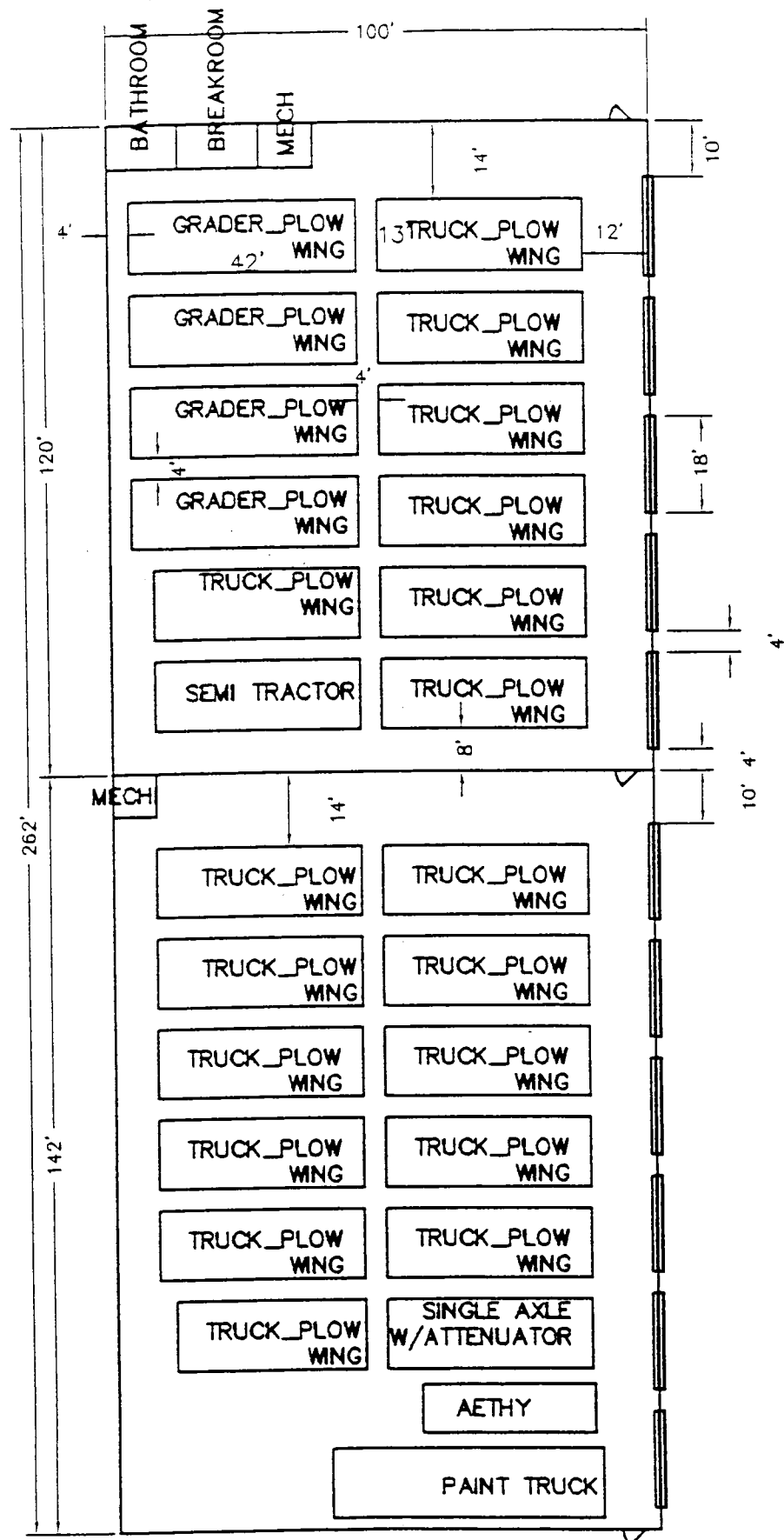


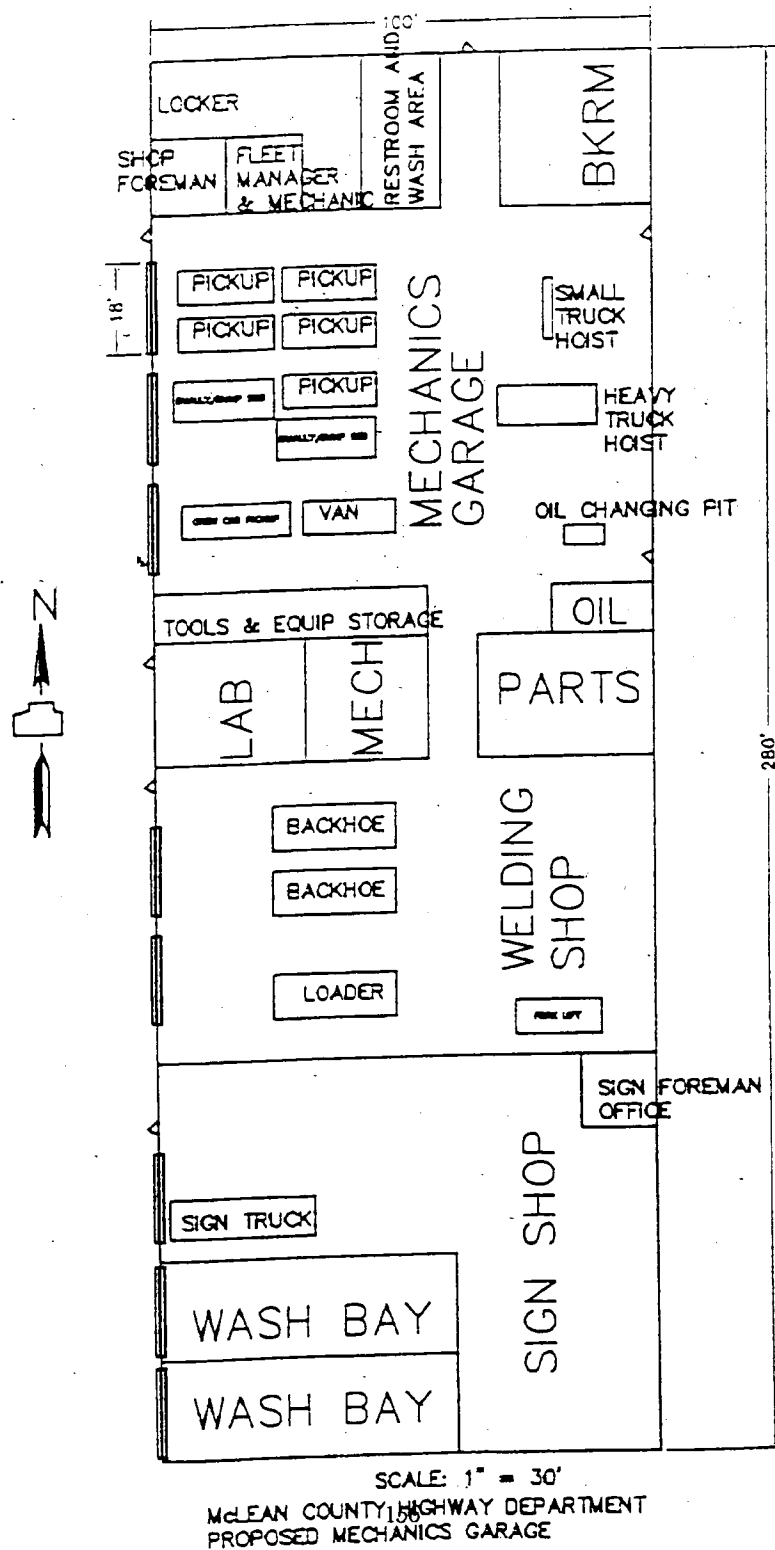
McLEAN COUNTY HIGHWAY DEPARTMENT
 NEW GARAGE
 FIRST PHASE
 SCALE: 1" = 20'

FIRST PHASE



SECOND PHASE





Members Bostic/Bass moved the County Board approve a Request for Approval of a Proposed Plan of Action for Future Development of the McLean County Highway Department Site on Route 9 East. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

**RESOLUTION of the McLEAN COUNTY BOARD
APPROVING THE RELOCATION OF THE WORLD WAR I MEMORIAL PLAQUE
FROM THE LOBBY OF THE McBARNES MEMORIAL BUILDING
TO THE McLEAN COUNTY MUSEUM OF HISTORY**

WHEREAS, on May 1, 1923, the World War I Memorial Plaque in the lobby of the McBarnes Memorial Building was dedicated along with the Building as a memorial to those McLean County citizens who died in World War I; and,

WHEREAS, as a result of the 1972 fire at the McBarnes Memorial Building, the cast bronze World War I Memorial Plaque was painted over rather than refinished and restored to its original condition; and,

WHEREAS, the Property Committee of the McLean County Board wishes to restore the World War I Memorial Plaque to its original condition and to display this plaque in a location where it will be seen by the citizens, school children, and visitors to McLean County; and,

WHEREAS, the Property Committee of the McLean County Board, at its regular meeting on February 7, 2003, agreed that the World War I Memorial Plaque should be prominently displayed in the McLean County Museum of History; and,

WHEREAS, the McLean County Museum of History has agreed to display the World War I Memorial Plaque provided that the Plaque is restored to its original condition and that an inlaid display area be created within a marble wall on the first floor of the Museum; and,

WHEREAS, the Property Committee of the McLean County Board, at its regular meeting on March 6, 2003, recommended that the World War I Memorial Plaque be relocated from the lobby of the McBarnes Memorial Building to the McLean County Museum of History; and,

WHEREAS, the Property Committee of the McLean County Board, at its regular meeting on March 6, 2003, further recommended that the historical architectural firm of Wiss, Janey, Elstner Architects, Chicago, Illinois, be retained to prepare specifications for the marble wall inlaid display area and plaque attachment; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

- (1) The McLean County Board approves the recommendation of the Property Committee and hereby authorizes the relocation of the World War I Memorial

(2)


Plaque from the lobby of the McBarnes Memorial Building to the McLean County Museum of History.

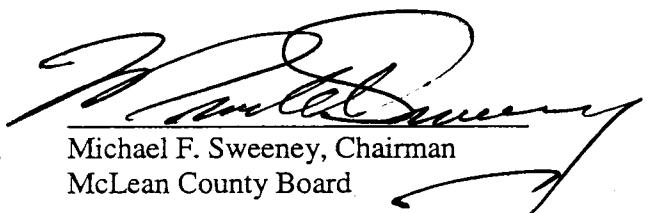
- (2) The McLean County Board approves the recommendation of the Property Committee and hereby authorizes retaining the historical architectural firm of Wiss, Janey, Elstner Architects, Chicago, Illinois, to prepare specifications for the marble wall inlaid display area and plaque attachment.
- (3) The McLean County Board directs that a certified copy of this Resolution be forwarded to the Director of Facilities Management, the County Administrator, and the Executive Director of the McLean County Museum of History.

ADOPTED by the McLean County Board this 18th day of March, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board



Facilities Management

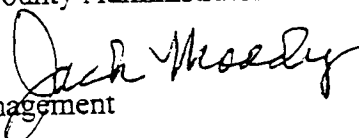
104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX jack@McLean.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM 
Director, Facilities Management

Date: February 26, 2003

Subj: **McBarnes Memorial Building WWI Memorial Plaque**

At the February Property Committee meeting I was directed to review the project of relocating the McBarnes Memorial Building WWI Memorial plaque from the lobby of the McBarnes Building to the first floor of the old McLean County Courthouse.

For the benefit of the Committee, enclosed is a copy of the written history of the construction of the building, taken from the *History of McLean County Illinois* by Jacob L. Hasbrouck, Volume One, 1924, which serves to provide the historical background of why and how the McBarnes Memorial Building was built in 1923. The plaque was dedicated with the building on May 1, 1923, during a community-wide ceremony.

Also, enclosed is a color photograph of the plaque and a two-page write-up of 173 citizens of McLean County who died in WWI and whose names appear on the plaque.

I contacted Mr. Greg Koos, Executive Director, McLean County Museum of History, to ask if he would be agreeable to have the plaque relocated to the first floor of the old Courthouse, and Mr. Koos said yes, under two (2) conditions:

1. That the plaque be fully restored at County expense as it has been painted over; and,
2. That the marble wall on the first floor of the old Courthouse be remodeled to accept the plaque inlaid into the wall.

On Tuesday, February 25, 2003, I met with Mr. Randy Reid, Professor of Fine Arts, from Illinois State University, who teaches metal art at the university. Mr. Reid confirmed that the plaque is cast bronze, is assembled as a whole unit from seven separate pieces, and weighs over 1,000 pounds. As a result to the 1972 fire in the McBarnes Building, the

McBarnes Memorial Building WWI Memorial Plaque

February 26, 2003

Page two

architect chose to repair the plaque by painting it instead of refinishing it. The plaque can be refinished, Mr. Reid explained, by using a chemical called "liver of sulfur" to remove the paint and bring back the original patina. The metal would then be heated to return the original bronze luster to the surface of the plaque. He is willing to do the work of restoration on the plaque, however, he is committed to other projects through May, 2003, and cannot begin the project until then. His quoted cost is \$3,000.00.

In summary and according to Mr. Koos:

1. The only acceptable place for the plaque at the old Courthouse would be on a marble wall on the first floor. Mr. Koos explained that the plaque must first be refinished to bring it back to its original finish, at a cost to the County. Quoted cost is \$3,000.00.
2. The marble wall will have to be professionally carved away and removed so the plaque can be "inlaid" into the wall and then framed out. This would be at a cost to the County. The estimated cost for this marble wall work is \$6,000.00.
3. The firm of Wiss, Janney, Elstner Architects, Chicago, Illinois, will have to be employed to prepare specifications for the wall removal and plaque insert application. The size and weight of the plaque will have to be carefully considered. This would be at a cost to the County. Their quoted cost is \$3,000.00, to develop the needed plans and specifications.
4. The veterans organizations will have to be contacted to have a "rededication ceremony" for the plaque at its new location in the old Courthouse. Depending upon when a ceremony might occur, some department overtime will probably have to be incurred to assist with building needs. (The assumption is that the ceremony would occur on a Saturday or a Sunday.) This cost is not accurately known at this time.
5. The wall in the lobby of the McBarnes Memorial Building will have to be repaired and in all probability the entire lobby repainted so the repair and paint will match the color finish of the entire lobby on the first floor. This will at a cost to the County. The estimated cost for this work is \$2,500.00.

Total estimated costs to relocate the plaque from the McBarnes Memorial Building to the old McLean County Courthouse is \$14,500.00. We did not budget for this project in the adopted FY 2003 Facilities Management McBarnes Capital Building Budget or the old McLean County Courthouse budget.

I wanted to alert the Committee of the above facts and seek your direction on how to proceed.

Thank you.

JEM: Enclosures

McBarnes Building

HISTORY

of

McLEAN COUNTY
ILLINOIS

By

JACOB L. HASBROUCK

IN TWO VOLUMES

ILLUSTRATED

VOLUME ONE

RECEIVED

APR 03 2002

Facilities Mgt. Div.

HISTORICAL PUBLISHING COMPANY
TOPEKA-INDIANAPOLIS
1924

PROPERTY OF THE
McLean County Historical Society



CHAPTER XXXIV.

MISCELLANEOUS.

McBARNES MEMORIAL BUILDING—COURT HOUSES—COUNTY JAILS—MOTOR CAR
AND ERA OF PAVED ROADS.

McBarnes Memorial Building.—One of the outgrowths of the world war as it affected McLean county was to bring to the surface the munificent generosity of one of the county's well known wedded couples, Mr. and Mrs. John McBarnes of near Holder, who were the instruments by which the soldiers and sailors of all the wars are to perpetually enjoy a great building erected for their especial benefit. It stands at the southeast corner of Grove and East street, the same corner on which stood for many years the home of Dr. Stipp and earlier of James Allen, the building first used as a court house or county building. The Stipp house had been torn down several years before the world war, and the lot was vacant when the proposition of erecting there a memorial building was first broached.

Housed within the friendly walls of this handsome McBarnes Memorial edifice are the patriotic organizations of the city and county, who for years to come will enjoy the privileges that have been made possible by the donor of the building and the taxpayers of the county, who, through the efforts of the Board of Supervisors, provided the splendid site upon which the stately structure now stands.

In the fall of 1920 the people of McLean county voted to erect a suitable building as a memorial to those of her sons who had made the great sacrifice. However, it was found that no provision was made for further taxing powers to provide funds sufficient to warrant such an undertaking

HISTORY OF McLEAN COUNTY

and this necessitated the abandonment of the plan. Again in June, 1921, the proposition of a bond issue and additional taxing power was submitted to a vote of the people, and upon this occasion the issue was defeated by a decisive vote.

During the time that intervened between the elections, the Board of Supervisors had contracted for a location for the building, and even though the bond issue was defeated, they were under contract for the purchase of the Stipp lot, bounded by Grove, Albert, Olive and East streets.

The site being only six blocks from the public square was considered ideal for such a building, not only because of its location but by reason of the historical lore which this spot holds. It was upon this site that once stood the McLean county court house where the immortal Abraham Lincoln practised law and made many of the great addresses which have come down through the years as an inspiration to succeeding generations.

It was just at a time that the soldiers of the county and the public spirited citizens who had favored the erection of a building, were about to give up in despair, that John McBarnes appeared before the Board of Supervisors and made a proposition to donate dollar for dollar to a fund for the erection of a Memorial building. The board found that they were without funds and could not accept the offer of Mr. McBarnes. Mr. McBarnes then presented another proposition in which he agreed to pay the sum of \$125,000 for the erection of the building, providing the supervisors would provide a suitable site. The county board provided the Stipp lot and the contract for the erection of the building was signed on Sept. 24, 1921.

On Oct. 26, 1921, Mr. McBarnes passed to his reward, without living to see the ground broken for this building which was commenced April 1, 1922. On May 27, 1922 the corner stone was laid and the structure was dedicated on April 30, 1923.

The building is three stories in height, one hundred feet wide and eighty feet deep. This leaves on the rear of the lot, 141 feet upon which is to be erected a Memorial auditorium, and for which funds are to be raised by the local organization within a period of five years. The structure is of the monumental type, of grey pressed brick, trimmed with Bedford stone.

The building is managed and controlled by a board of management composed of one member of each organization for each one hundred of

HISTORY OF McLEAN COUNTY

its membership, one member from the board of supervisors and one member of the McLean County Historical society.

The building committee spent \$132,000 for the actual construction of the building. The furnishings as furnished by the county, cost \$17,000. Upon entering the first floor of the building, one first comes into the spacious lobby, which is furnished with a library table, two formal high back chairs, and on the west wall of the lobby are large pictures of Mr. and Mrs. John McBarnes. On the east wall is the huge bronze tablet containing the names of all of the McLean county soldiers, sailors and marines who lost their lives in the World war.

Immediately to the left of the lobby is the room occupied by the Grand Army of the Republic. This contains a large rug, leather furniture, card tables, chairs, and other equipment necessary for the comfort of the veterans.

On the right of the lobby are a suite of rooms occupied by the state department of the American Legion, consisting of private offices for the commander and adjutant and for finance department and a spacious work room for the clerical force. There is a large vault for the records and a stock room for supplies.

At the end of the lobby will be found the McLean County Historical society, which has one of the largest and finest collections of relics, curios, and historical data of varied character of any organization in Illinois with the exception of the State Historical society.

In quarters in the southeast corner of the building are located the colored soldiers, whose quarters are furnished in keeping with the other appointments of the building.

Across the front of the second floor is a room 22 by 50 feet in dimensions which is used as a lounge room. At the east end of this room is a brick fire place which adds to the homelike atmosphere of the place. A handsome rug 18 by 46 covers the floor; there is a library table in the center; there are nine pieces of overstuffed velour furniture, eight chairs upholstered in tapestry and two mahogany writing desks with chairs to match. The three large windows in the front are hung with cretonne drapes.

To the east of the lounging room is the board of manager's office, coat rooms and toilet. To the west of the lounging room are the office rooms occupied by the local post of soldiers organizations.

HISTORY OF MCLEAN COUNTY

In the center of the second floor is the music room. There are six French plate glass doors leading from this to adjoining rooms. A rug 18 by 32 feet covers the floor. The furnishings consist of two leather davenports, library table and twelve fumed oak chairs. This is also used as a reading room.

At the rear of the building on the second floor, will be found the billiard and recreation room. This is equipped with two billiard and four pool tables and card tables.

To the east of the recreation room is the canteen which is equipped with an eight foot soda fountain, small steam table from which sandwiches and coffee are served. There is also a cigar and candy stand.

Extending from front to rear in the center of the third floor, is the assembly room which is 51 by 78 feet in dimensions. There are three large windows across the front and false or mirrored windows in the rear. There are three sets of French doors on either side. The walls are tinted grey, trimmed with mahogany. The furniture consists of one hundred mahogany chairs and mahogany pedestals.

On the northwest corner of the third floor will be found the ladies' parlor. It is covered with a large taupe rug and has thirty-two pieces of frosted wicker furniture. Immediately south of this room is the ladies' retiring room.

In the southwest corner is located the store room, where four hundred feet of collapsible banquet table and three hundred folding chairs are housed when not in use.

In the northeast corner is the men's smoking room which has two 9 by 12 rugs and twelve pieces of wicker furniture.

In the southeast corner is the kitchen. This is thoroughly equipped to banquet four hundred people. There is a large supply of dishes, silverware, etc., a large double gas range, battery of coffee urns, work tables and other necessary equipment.

The structure, both inside and out, is of ornate design, is complete in all its appointments and is withal, a building of which the soldiers and citizens of the city and county must have just cause to be proud.

Willis S. Harwood of Bloomington was the chairman of the building committee during the erection of the McBarnes building. Ben S. Rhodes was vice chairman; Harris K. Hoblit, treasurer; Oscar Hoose, secretary; John Bozarth, Charles P. Kane, Walter Arbogast and T. F. Harwood were

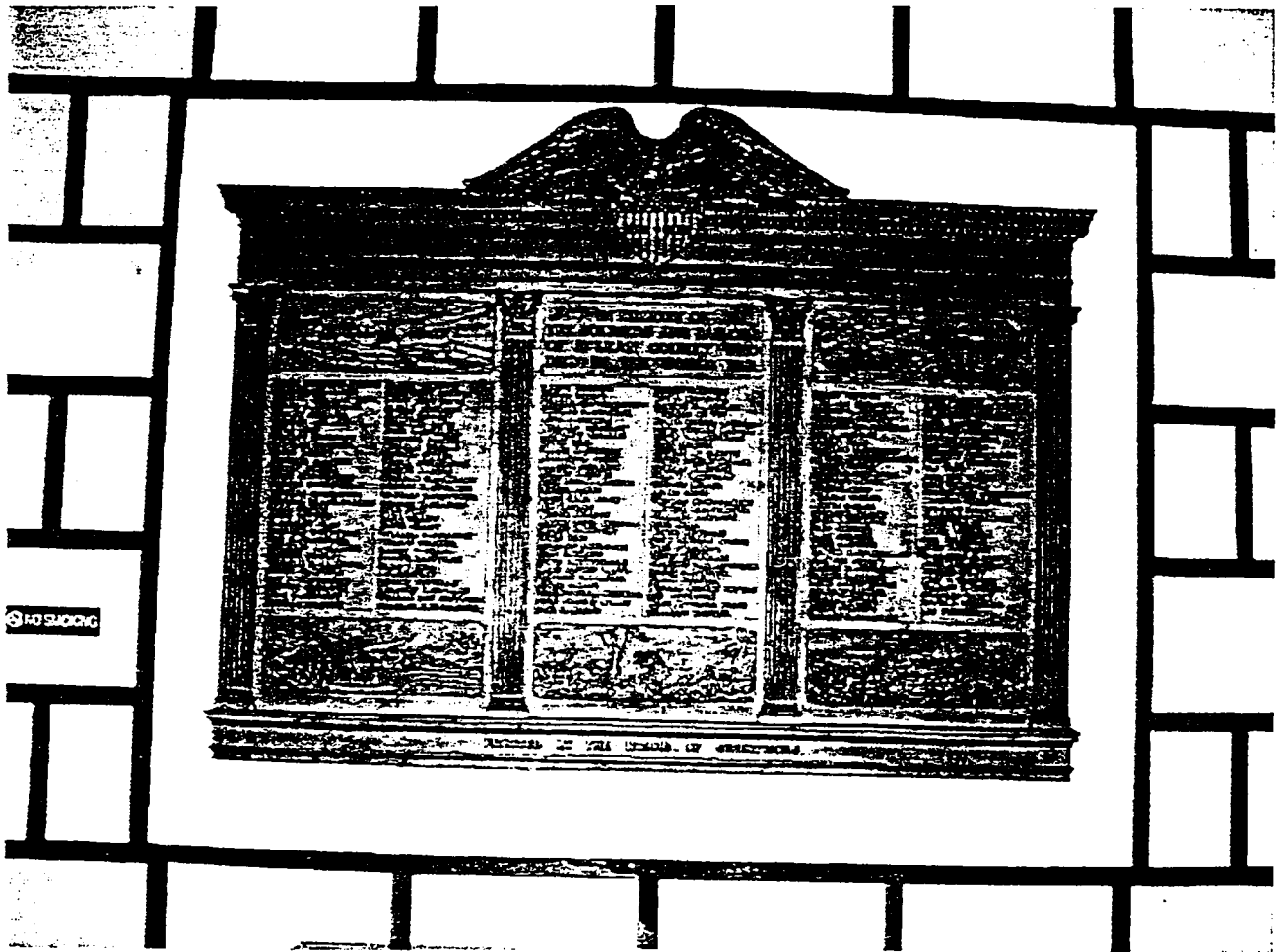
HISTORY OF McLEAN COUNTY

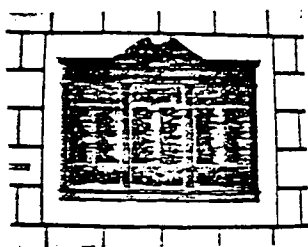
the other members of the committee. Mr. McBarnes chose some of the members of the committee and the American Legion selected the others. The ones chosen by Mr. McBarnes were W. S. Harwood, Messrs. Hoblit, Bozarth and Arbogast. The ones selected by the Legion were Secretary Rhodes, Oscar Roose, Charles P. Kane and T. F. Harwood.

Court Houses.—In the course of its history, McLean County has built four court houses. The first building used as a court house was really the residence of James Allin, situated on the block bounded by East, Grove, Albert and Olive streets. Here the first term of court was held in September, 1831, but it did not do any business except receive the report of the grand jury, which had held its session out of doors under a tree. James Allin was clerk, Cheney Thomas sheriff and Thomas Orendorff bailiff. In the year 1832, September, the first jury trial was held at the same place, the case of Steer vs. Dawson, growing out of the defendant taking up cattle without advertising. The first divorce case was Neville vs. Neville, the wife being granted a divorce. An important case of that time was that of the Illinois Central Railroad Company against the county of McLean, involving the power of the legislature to exempt the road from taxation on its paying a certain sum. Abraham Lincoln was the company's attorney, and he afterward sued for his fee of \$5,000, which the jury allowed him.

All four of the court houses were built on the square bounded by Jefferson, Main, Washington and Center streets. The first was a one-story frame building 18x30 feet, divided into three rooms. It was built in 1832 by Asahel Gridley for \$339.25. It was used also for a school house and public meetings.

The second court house was erected in 1836 and used for 30 years. Leander Munsell was the builder, and the cost was \$6,375. It was brick, two stories high, 40x45 feet, contained five rooms. It had doors on all four sides. It was used for many political meetings, but the commissioners refused its use to the Abolitionists, as they were considered enemies of the country. One of the stirring scenes in this building was on May 25, 1862, when within a short time a military company of 248 men was recruited for emergency guard duty at Springfield to replace other companies who had been sent to the front. Many noted judges presided in this building, including Samuel H. Treat, T. Lyle Dickey, Oliver L.





McBarnes Memorial Plaque

1917 - 1918

In Memory Of The Soldier and Sailors Of McLean County Who Died in the World War

Column 1:

Clyde Lorraine Allison
Frederick Allen
George Herman Anna
Jesse S. Anderson
Harry Abrams
George Abrams
Lyle Best
Ernest Benedict
Orville Bechtel
Eldie Bailey
Howard A. Bolin
Dewey Burger
Hugh Broomfield
Melvin Bossingham
Thomas Backhouse
William Frank Barnes
Earl Brown
John Betton
G. Dooley Blue
Richard Boydston
Roy E. Crotinger
Charles A. Clarke
Eugene Conley
William H. Campbell
Henry Campbell
Roy F. Crutchley
George Carlock
Milo R. Chaney
Thomas Cooney
(29)

Column 2:

James Carroll
Humphrey Daniel
Louis Eddy Davis
Isaiah Deckard
Elmer Doogey
Bernard Davis
John L. Dorrell
Chester Daniel
William Dunlap
Edward Dwyer
Pearl Dickerson
Joseph A. Erbe
William H. Eckhart
George H. Edwards
Warren H. Fletcher
George H. Francis
Lyle Fike
Earl Grant
Ervin Grant
William S. Golliday
Vergne Greiner
Harry O. Grail
Joseph Hauptman
Elmo F. Hill
J. W. Hartley
Robert Huffman
Herbert H. Holman
William Roy Hinthorn
Charles E. Harrison
(29)

Column 3:

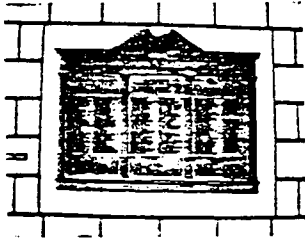
Ralph Hoover
Bruno Hundt
William Grover Haynes
Thomas R. Helmick
Auda A. Humble
Willard Henlsey
Matthew Holman
Edwin Iehl
Frank M. Jordan
Allington Jolly
Ransom Johnson
Loring F. Jones
John Oscar Jenkins
Lemuel Jones
Louis Karl Koch
Ben Kaplan
Wilber Killion
Albert Louis Kerber
Ernst G. Knecht
Clyde Kind
Leonard J. Kilgore
John H. Kraus
Edwin G. Kitterman
Kline Alfred Lantz
Fridolin C. Lanzer
Leslie O. Lash
Jennings Bryan Maxwell
Owen Gilbert Means
Carl E. Miller
(29)

Erected by the Board of Supervisors

A.F. Moratz and Co. Architects
George H. Honig Sculptor

(Measures 87" wide X 65" high)
McBarnes Plaque.Doc

(87 names this page)
(173 total names)



McBarnes Memorial Plaque

1917 - 1918

In Memory Of The Soldier and Sailors Of McLean County Who Died in the World War

Column 4:

Harry C. Myers
Roy F. Mitchell
Harvey C. Mishler
Thomas McVey
Homer Warner Mitchell
David Thomas Morgan
Erwin P. Martensen
Glen Martin
Eugene McCarthy
Clyde Robert Miller
Edward Maddock
Grant E. Metcalf
Ulysses Miller
J.F. McDavid
Thomas Montgomery
Arthur Neidermeyer
Charles F. Nelson
Ruel Neal
Wayne Newcomb
John Lincoln North
Fred O'Connor
Henry Peckman
Earl Patterson
Leslie G. Pfiffner
Frank Paleran
William Robert Patton
Bud Peterson
Hugh Mitchell Price
Charles Painter

(29)

Column 5:

Harry Pietsch
Willard Pierson
Robert L. Piercy
Thurman Pollitt
Herbert Quarnstrom
Lee J. Roebuck
Alfred Ross
Maurice M. Roberts
Howard Newton Rodman
Wesley Ruyle
Harry B. Rusmisell
Benedict J. Roth
John M. Redd
William Savage
Melvin Savage
George R. Simons
John E. Schreck
Fred Skinner
Earl Spencer
Jesse G. Spence
Edmund W. Sutherland
Clayton Sholty
Archie F. Stewart
Walter C. Seeger
David B. Stevenson
Charles F. Smith
William Stroh
Chris Streenz
Harley B. Salzman

(29)

Column 6:

Earl T. Smith
Elmer Steffen
Clarence W. Smith
Alva H. Smith
Herbert Schroeder
George Strayer
Leo Sherburn
Charles Schawader
Frank M. Thoennes
Van Todd
Alva Roy Ulmer
Remi Vereecke
George Gray Wheelock
Maurice Wakefield
Rudolph D. Watt
Clarence Weakley
Louis Weiler
Edwin Wendell
Gus Williams
John R. Wilson
Harrison W. White
John T. Wakefield
Howard Wiley
Fred C. Wampler
Warren K. Webber
Charles T. Witt
Edwin D. Waltman
Leo Vincent

(28)

Erected by the Board of Supervisors

A.F. Moratz and Co. Architects
George H. Honig Sculptor

(Measures 87" wide X 65" high)
McBarnes Plaque 2.Doc

(86 names this page)
(173 total names)

Members Bostic/Owens moved the County Board approve a Request for Approval of Proposed Plan to Relocate McBarnes Memorial Building World War I Memorial Plaque to the McLean County Museum of History. Member Bass stated the following: I wonder if someone might walk us through the amount of money that this is going to be – give us a little background on how it is going to take place. Member Bostic stated the following: we have a total figure of approximately \$14,000 to move those plaques. We have no money in the budget at this time to do it so it is going to be phased slowly. There is a \$3,000 figure for Wiss, Janney and Elstner, our Chicago architects for the Old Courthouse Museum, to look at the marble and the infrastructure behind it to make sure that they can hang a 1,000 pound plaque on the wall. After the fire occurred in the McBarnes Building in the 70s, to get the plaques back up for display, they painted and then covered the paint with bronze patina. We have located, through Jack Moody, a gentleman from ISU that can restore that bronze back to its original look and patina and I believe that was \$3,000. Then we will have patchwork at the McBarnes Building. Our impetus in moving the plaques is to get them to the Museum of History so that the 47,000 people that went through last year can see them rather than the traffic in the McBarnes Building. Therefore, we are going to put a little bit of money in the budget, as we can find it, to do that. Member Bass stated the following: are the historical society people going to put any money into this? I am a Veteran and I believe in the preservation of the history of our Veterans, but it seems like every time we turn around we are being asked for money for that building. There just seems to be more expense heaped on the County Board and the citizens of McLean County in taxes. I think we should be a little more scrutinizing in a venture like this – sometimes maybe a can of spray paint and a little steel wool and two guys with a dolly can take care of it. Member Bostic stated the following: we asked for the Historical Society and Veterans' Groups to step up and help us do this. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

Moody, Jack

From: Greg Koos [gregkoos@mchistory.org]
Sent: Friday, March 07, 2003 10:27 AM
To: Jack Moody
Subject: Civil War Reenactment at Courthouse

RECEIVED

MAR 07 2003

Facilities Mgt. Div.

Hi Jack

The museum is sponsoring a civil war reenactment activity at the courthouse on April 12. This activity will take place inside and outside.

The scenario being reenacted is a recruitment drive in 1863 for the 94th Illinois Volunteer Infantry, the McLean County Regiment. We will have speeches, drills, a tea for the ladies and lectures about the civil war.

The outside activities will include a small camp to be set during the daylight hours on the 12th. The camp will require a small 12"x18" camp fire for coffee boiling. The fire pit will be re-sodded with the original sod.

Another activity will be two rifle drills which will feature the use of blank, black powder, rounds. Fire discipline is strictly observed. This will be directed by and performed by experienced re-enactors. This is not a "battle" reenactment - no one will be pointing weapons at another person. It is a demonstration of a civil war rifle drill. This is no different than Veterans Day activity.

The event will run from 3:00pm to 4:30 pm.

Greg

Members Bostic/Owens moved the County Board approve a Request for Approval of a Request Received from McLean County Museum of History to Use Old Courthouse for Civil War Reenactment Activities on April 12, 2003. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the General Report is located on pages 172-199.

JUSTICE COMMITTEE:

Member Renner, Chairman, stated there were no items to be presented for action. He stated: we have several items to be presented for information. Our General Report, with rather extensive minutes are on pages 200-211 and, in light of the Pantagraph's editorial on Friday, I am going to draw your attention to a reading that might clarify it a little bit about the electronic monitoring system. Our decision to delay this was not because we had assumed that the sentencing practices, which have changed under the new State's Attorney, would necessarily do the same thing as electronic monitoring, it's that the nature of the problem itself looks like it may change. Therefore, we wanted a few months to take a look at this and reassess it as we will every month. We also have the General Report on pre-trial release electronic monitoring and other diversion programs on pages 212-239. I also call your attention to the McLean County Sheriff's Department 2002 annual Report on pages 240-276.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: just to let all the Board Members know, the veterans on the Board know this happens every year, in April, County Governments all over the United States celebrate County Government Week. In McLean County the way we celebrate is on April 15, 2003, which is the next County Board Meeting, we will have Student Government Day. The board room will be full of Junior High students who will watch the Board meeting and then some will conduct their own Board meeting and others will tour various County offices and departments. The Board will be asked to approve a Resolution declaring County Government Week. We will have students here for the morning and then entertain them with pizza over the lunch hour. We hope Board Members will mark that date on their calendar and if possible arrange your schedule so that you can spend a good part of the morning with Junior High students from all over McLean County.

OTHER BUSINESS AND COMMUNICATION:

Member Owens stated the following: the month of May is known as Community Action Awareness Month. I have been sitting on the Board of Directors with Community Action and we will be holding our second annual awards dinner on May 8th at the Holiday Inn. There will be three awards given recognizing families of distinction. One award for a gentleman who went from being homeless into Mayor's Manor and is now self-sufficient. He has his own job and apartment and is no longer on food stamps or dependent on any government agency. The buffet dinner is scheduled for 6:30 p.m. and will cost \$25.00 per person. If you would like tickets, please see me. I really would appreciate any support. If you are unable to make it that evening, we would also appreciate any donation that you can give. Henry Bird from the Pantagraph will be our keynote speaker. I hope you will mark your calendars.

Member Moss stated the following: I would like to take a moment to issue an invitation to my colleagues on the Board and to everyone in the room to an open house on March 31, 2003. The open house will be held to celebrate the second anniversary of an organization know as MAP, the Minority and Police Partnership, which has been working for the past couple of years to strengthen the relationship between our minority communities and our police departments in McLean County. It will take place at 11:30 a.m. in the Circus Room at the ISU Bone Student Center. There will be light refreshments and some string quartet music. I would be pleased if you would all put that on your calendars and if you can make it come join us as we celebrate two years and look forward to many more. In relationship to MAP, I would like to publicly thank Sheriff Owens for hosting our monthly MAP meeting this month and for providing a tour of the jail facility for the Members of our Board. We appreciate that.

Peggy Ann Milton stated the following: I want to remind everyone that absentee voting is taking place in my office right now. I would encourage everyone to vote so if you are not going to be here on April 1, 2003, the date of the Consolidated Election, we invite you into our office to vote.

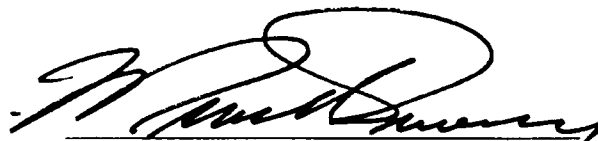
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

March 18, 2003

2003 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$221,889.27	\$221,889.27
Finance	\$9,040.64	\$449,873.77	\$458,914.41
Human Services		\$382,160.62	\$382,160.62
Justice	\$1,751.10	\$1,374,234.19	\$1,375,985.29
Land Use		\$18,722.90	\$18,722.90
Property		\$285,685.41	\$285,685.41
Transportation		\$378,139.52	\$378,139.52
Health Board		\$355,770.19	\$355,770.19
Disability Board		\$45,414.08	\$45,414.08
T. B. Board		\$26,351.83	\$26,351.83
Total	\$10,791.74	\$3,538,241.78	\$3,549,033.52




Michael F. Sweeney, Chairman
McLean County Board

Members Selzer/Cavallini moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Renner/Moss moved for adjournment until Tuesday, April 15, 2003 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:20 a.m.

Michael Sweeney
County Board Chairman



Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 18th day of March, 2003, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 9th day of March, 2003.



Peggy Ann Milton
McLean County Clerk